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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)
नई दिल्ली, 14 मई, 2025

का.आ. 809.—भारतीय जीवन बीमा निगम अधिनियम, 1956 (1956 का 31) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, श्री दिनेश पंत (जन्म तिथि: 6.5.1967), नियुक्त बीमांकक और कार्यपालक निदेशक (बीमांकिक), केन्द्रीय कार्यालय, मुम्बई को दिनांक 1.6.2025 को या उसके पश्चात पद का कार्यभार ग्रहण करने की तारीख से उनकी अधिवर्षिता की तारीख (अर्थात् 31.5.2027) तक अथवा अगले आदेशों तक, जो भी पहले हो, 2,05,400 रुपए से 2,24,400 रुपए के वेतनमान में भारतीय जीवन बीमा निगम में प्रबंध निदेशक (एमडी) के पद पर नियुक्त करती है।

[फा. सं. ए-11011/07/2024-बीमा-I]
नेहा चौहान, संयुक्त निदेशक

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 14th May, 2025

S.O. 809.—In exercise of the powers conferred by section 4 of the Life Insurance Corporation of India Act, 1956 (31 of 1956), the Central Government hereby appoints Shri Dinesh Pant (DOB : 06.05.1967), Appointed Actuary and Executive Director (Actuarial), Central Office, Mumbai as Managing Director (MD), LIC of India in the pay scale of Rs.2,05,400/- to Rs.2,24,400/- with effect from the date of assumption of charge of office on or after 01.06.2025 and upto the date of his superannuation (i.e. 31.05.2027), or until further orders, whichever is earlier.

[F. No. A-11011/07/2024-Ins. I]

NEHA CHAUHAN, Jt. Director

नई दिल्ली, 14 मई, 2025

का.आ. 810.—भारतीय जीवन बीमा निगम अधिनियम, 1956 (1956 का 31) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री रत्नाकर पटनायक (जन्म तिथि: 24.3.1968), कार्यपालक निदेशक (आईएनवीटी – फ्रंट ऑफिस एवं सीआईओ), केन्द्रीय कार्यालय, मुम्बई को दिनांक 1.6.2025 को या उसके पश्चात पद का कार्यभार ग्रहण करने की तारीख से उनकी अधिवर्षिता की तारीख (अर्थात् 31.3.2028) तक अथवा अगले आदेशों तक, जो भी पहले हो, 2,05,400 रुपए से 2,24,400 रुपए के वेतनमान में भारतीय जीवन बीमा निगम में प्रबंध निदेशक (एमडी) के पद पर नियुक्त करती है।

[फा. सं. ए-11011/07/2024-बीमा-I]

नेहा चौहान, संयुक्त निदेशक

New Delhi, the 14th May, 2025

S.O. 810.—In exercise of the powers conferred by section 4 of the Life Insurance Corporation of India Act, 1956 (31 of 1956), the Central Government hereby appoints Shri Ratnakar Patnaik (DOB : 24.03.1968), Executive Director (INVT – Front Office & CIO), Central Office, Mumbai as Managing Director (MD), LIC of India in the pay scale of Rs.2,05,400/- to Rs.2,24,400/- with effect from the date of assumption of charge of office on or after 01.06.2025 and upto the date of his superannuation (i.e. 31.03.2028), or until further orders, whichever is earlier.

[F. No A-11011/07/2024-Ins. I]

NEHA CHAUHAN, Jt. Director

(राजस्व विभाग)

(केंद्रीय अप्रत्यक्ष कर एवं सीमा शुल्क)

नई दिल्ली, 15 अप्रैल, 2025

का.आ. 811.—चूँकि केंद्र सरकार की राय है कि श्री नवनीत कुमार, उपायुक्त (निलम्बित) से संबंधित विभागीय जाँच के उद्देश्य से श्री दिलीप कुमार दास, श्री आलोक घोष, मोहम्मद सहंशा मलिक उर्फ बादशा और मोहम्मद नसीरुद्दीन को गवाह के रूप में बुलाना आवश्यक है।

अतः अब विभागीय जांच (गवाहों की उपस्थिति तथा दस्तावेजों की प्रस्तुति का प्रवर्तन) अधिनियम, 1972 (1972 का 18) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा सुश्री वैशाली नाइक लांजेवार, आयुक्त (आईआरएस, एम्प्लॉयमेंट कोड:980) को श्री दिलीप कुमार दास, श्री आलोक घोष, मो. सहंशा मलिक उर्फ बादशा तथा मो. नसीरुद्दीन नामक गवाहों के संबंध में अधिनियम की धारा 5 में निर्दिष्ट शक्ति का प्रयोग करने के लिए जांच प्राधिकारी के रूप में अधिकृत करती है।

[फा. सं. सी.14011/09/2022-Ad.V]

मनीष कुमार सहाय, उप सचिव

(Department of Revenue)

(CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS)

New Delhi, the 15th April, 2025

S.O. 811.—WHEREAS the Central Government is of the opinion that for the purpose of departmental inquiry relating to Shri Navneet Kumar, Deputy Commissioner (Under suspension) it is necessary to summon as witnesses namely Shri Dilip Kumar Das, Shri Alope Ghosh, Md Sahansha Mallick Alias Badsha and Md Nasiruddin.

NOW THEREFORE, in exercise of the power conferred by sub-section(1) of Section 4 of the Departmental Inquiries (Enforcement of Attendance of Witnesses and Production of Documents) Act, 1972 (18 of 1972), the Central Government hereby authorises Ms. Vaishali Naik Lanjewar, Commissioner (IRS, Emp code:980) as the inquiring authority to exercise the power specified in the section 5 of the Act in relation to witnesses namely Shri Dilip Kumar Das, Shri Alope Ghosh, Md Sahansha Mallick Alias Badsha and Md Nasiruddin.

[F. No. C.14011/09/2022-Ad.V]

MANISH KUMAR SAHAY, Dy. Secy.

विदेश मन्त्रालय

(सी.पी.वी प्रभाग)

नई दिल्ली, 13 मई, 2025

का.आ. 812.—राजनयिक और कंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्द्वारा, सरकार भारत के दूतावास, कुवैत में श्री नवीन यादव, सहायक अनुभाग अधिकारी, को मई 13, 2025 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी. 4330/01/2025(20)]

एस.आर.एच. फहमी, निदेशक (सीपीवी)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 13th May, 2025

S.O. 812.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Sh. Naveen Yadav, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Kuwait, to perform the consular services as Assistant Consular Officer with effect from May 13, 2025.

[F. No. T. 4330/01/2025(20)]

S.R.H. FAHMI, Director (CPV)

नई दिल्ली, 14 मई, 2025

का.आ. 813.—राजनयिक और कंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्द्वारा, सरकार भारत के दूतावास, बेरूत में श्री सुमित कुमार सिंघल, सहायक अनुभाग अधिकारी, को मई 14, 2025 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी. 4330/01/2025(21)]

एस.आर.एच. फहमी, निदेशक (सीपीवी)

New Delhi, the 14th May, 2025

S.O. 813.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Sh. Sumit Kumar Singhal, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Beirut, to perform the consular services as Assistant Consular Officer with effect from May 14, 2025.

[F. No. T. 4330/01/2025(21)]
S.R.H. FAHMI, Director (CPV)

नई दिल्ली, 16 मई, 2025

का.आ. 814.—सूचना प्रौद्योगिकी (मध्यस्थों के लिए दिशानिर्देश और डिजिटल मीडिया आचार संहिता) नियम, 2021 के नियम 3 के उप-नियम (1) के खंड (घ) के साथ पठित सूचना प्रौद्योगिकी अधिनियम, 2000 (2000 का 21) की धारा 79 की उप-धारा (3) के खंड (ख) के अनुसरण में, केंद्र सरकार विदेश मंत्रालय से संबंधित गैरकानूनी सूचना के संबंध में मध्यस्थों को निष्कासन नोटिस जारी करने के लिए विदेश मंत्रालय के विदेश प्रचार एवं लोक राजनय प्रभाग के अवर सचिव (डिजिटल राजनय) को नोडल अधिकारी के रूप में नामित करती है।

[फा. सं. क्यू/एक्सएमएम/551/02/2025]

राजेश परिहार, निदेशक (एक्सपीडी)

New Delhi, the 16th May, 2025

S.O. 814.—In pursuance of clause (b) of sub section (3) of section 79 of the Information Technology Act, 2000 (21 of 2000) read with clause (d) of sub-rule (1) of rule 3 of the Information Technology (Guidelines for Intermediaries and Digital Media Ethics Code) Rules, 2021, the Central Government hereby designates Under Secretary (Digital Diplomacy) of External Publicity & Public Diplomacy Division, Ministry of External Affairs as the nodal officer for issuing take down notice to the intermediaries in respect to unlawful information pertaining to Ministry of External Affairs.

[F. No. Q/XMM/551/02/2025]
RAJESH PARIHAR, Director (XPD)

आवासन और शहरी कार्य मन्त्रालय

नई दिल्ली, 14 मई, 2025

का.आ. 815.—केन्द्रीय सरकार एतद्द्वारा आवासन और शहरी कार्य मन्त्रालय के प्रशसनिक नियंतानाधीन हाउसिंग एण्ड अर्बन डेवलपमेंट कॉरपोरेशन लिमिटेड(हडको) के निम्नलिखित कार्यालय जिसके 80% से अधिक अधिकारियों और कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है , को राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप-नियम (4) के अंतर्गत अधिसूचित करती है:

1. हडको क्षेत्रीय कार्यालय बेंगलुरु, मणिपाल सेंटर नॉथर ब्लॉक , 7वीं मंजिल यूनिट सं. 703 और 704, 47, डिकेंसन रोड, बेंगलुरु-560042 (कर्नाटक)

[फा. सं ई-11017/5/2023-हिंदी]

गोपाल प्रसाद, आर्थिक सलाहकार

MINISTRY OF HOUSING AND URBAN AFFAIRS

New Delhi, the 14th May, 2025

S.O. 815.—In pursuance of Sub-rule (4) of Rule 10 of Official Language (Use for official purpose of the Union) Rule, 1976, the Central Government hereby notifies the following office of the Housing and Urban Development Corporation Limited under administrative control of Ministry of Housing and Urban Affairs, where more than 80% of Officers/employees have attained working knowledge of Hindi:

1. HUDCO Regional Office-Bengaluru, Manipal Centre, North Block, 7th Floor, Unit 703 & 704, #47, Dickenson Road Bengaluru-560042 (Karnataka)

[F. No. E-11017/5/2013-Hindi]

GOPAL PRASAD, Economic Advisor

इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

नई दिल्ली, 16 मई, 2025

का.आ. 816.—केन्द्र सरकार एतद् द्वारा, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय के प्रशासनिक नियंत्रण के अंतर्गत आने वाली राष्ट्रीय इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी संस्थान (नाइलिट) नामक स्वायत्त संस्था के नीचे दिए अनुसार पाँच (05) केंद्रों, जिनके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:

1. राष्ट्रीय इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी संस्थान (नाइलिट), कुरुक्षेत्र केंद्र, राजकीय बहुतकनीकी परिसर, एनएच 44, कुरुक्षेत्र, हरियाणा - 136131
2. राष्ट्रीय इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी संस्थान (नाइलिट), हरिद्वार केंद्र, द्वितीय तल, राजकीय पॉलिटेक्निक भवन, प्लॉट संख्या- 6सी, सेक्टर-II, सिडकुल, हरिद्वार- 249403
3. राष्ट्रीय इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी संस्थान (नाइलिट), अजमेर केंद्र, गांव - कोहड़ा, कोटा रोड, तहसील - केकड़ी, जिला - अजमेर-305408, राजस्थान
4. राष्ट्रीय इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी संस्थान (नाइलिट), भुवनेश्वर केंद्र, तीसरी मंजिल, उत्तर की ओर, सी ए सी टॉवर, आचार्य विहार, भुवनेश्वर, ओडिशा - 751013
5. राष्ट्रीय इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी संस्थान (नाइलिट), दमन केंद्र, गवर्नमेंट पॉलिटेक्निक कैम्पस, वारकुंड, दमन (यू. टी.) - 396210

[फा. सं. 7(1)/2020-हि.अ]

सुश्री तुलिका पाण्डेय, वैज्ञानिक 'जी'

MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY

New Delhi, the 16th May, 2025

S.O. 816.—In pursuance of Sub-rule (4) of the Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following five (05) centres of National Institute of Electronics and Information Technology (NIELIT), an autonomous Society, under the administrative control of the Ministry of Electronics and Information Technology, more than 80% staff whereof have acquired the working knowledge of Hindi:

1. National Institute of Electronics and Information Technology (NIELIT), Kurukshetra Centre, Government Polytechnic Campus, NH 44, Kurukshetra, Haryana - 136131
2. National Institute of Electronics and Information Technology (NIELIT), Haridwar Centre, 2nd Floor, Government Polytechnic Bhawan, Plot No. 6C, Sector-II, SIDCUL, Haridwar- 249403
3. National Institute of Electronics and Information Technology (NIELIT), Ajmer Centre, Village - Kohda, Kota Road, Tehsil - Kekri, District - Ajmer-305408, Rajasthan
4. National Institute of Electronics & Information Technology (NIELIT), Bhubaneswar Centre, 3rd Floor, North Side, OCAC Tower, Acharya Vihar, Odisha - 751013
5. National Institute of Electronics & Information Technology (NIELIT), Daman Centre, Government Polytechnic campus, Varkund, Daman (U.T.) - 396210

[F. No. 7(1)/2020-H.S.]

Ms. TULIKA PANDEY, Scientist 'G'

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 14 मई, 2025

का.आ. 817.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री लक्ष्मीनारायण के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स न.-03/2009) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल-17012/52/2008-आईआर(एम)]

दिलीप कुमार, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 14th May, 2025

S.O. 817.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 03/2009**) of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Life Insurance Corporation of India** and **Shri Laxminarayan** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-17012/52/2008-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/03/2009

Date: 25.03.2025.

Party No. 1 :

The Sr. Divisional Manager,
LIC of India, Divisional Office,
Jeevan Prakash Near Dafrin Hospital,
Shrikrushnapet, Amravati-444 601.
:
The Chairman-cum-Managing Director,
Life Insurance Corporation of India,
Central Office, “Yogakshema” Nariman
Point Mumbai-400 021.

Versus

Party No. 2 :

Shri Laxminarayan
S/o. Sh.Sarjuprasad Jaiswal, R/o. 24-A,
New Colony, Dastur Nagar, Amravati,
Distt. Amravati. (MS)

AWARD(Dated: 25th March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of LIC of India, Divisional Office and their workman, Shri L.S.Jaiswal, for adjudication, as per letter **No. L-17012/52/2008-IR (M) dated 29.01.2009**, with the following schedule:-

“Whether the action of the Sr. Divisional Manager (Disciplinary Authority) and the Zonal Manager (Appellate Authority) of the LIC of India in imposing the penalty of ‘Dismissal’ and recovery of Rs. 71,750/- from the applicant workman, Shri L.S. Jaiswal is justified, legal and proper? What relief the workman is entitled to?”

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman Shri Laxminarayan, ("the workman" in short) filed the statement of claim and the management of Life Insurance Corporation of India ("party no.1" in short) filed the written statement. Both parties lead respective evidence and cross-examined the witnesses, and filed their written notes of arguments also.

Ministry time to time encourages settling the cases pending before the court by means of mediation or by presenting the cases before lokadalat. In the present case during the course of argument efforts were made by this court to settle the case in hand. Both the parties after brief discussion agreed to settle the matter amicably. Both parties have settled the dispute in terms and conditions mentioned in the memo of compromise

Hence, it is ordered:-

ORDER

"The reference is answered in favour of the workman in terms of the settlement mentioned in the memo of compromise. The memo of settlement dated 25.03.2025 is made part of the award."

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 818.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अल्ट्राटेक सीमेंट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और जनरल मज़दूर सभा (एचएमएस) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स नं.-28/2022-23) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल-29011/45/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 818.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 28/2022-23**) of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **UltraTech Cement Limited** and **General Mazdoor Sabha (HMS)** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-29011/45/2022-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/28/2022-23

Date: 24.04.2025.

Party No.1:

The General Manager,
Ultratech Cement Ltd.,
(Unit – Nagpur Cement Works.)
Village – Ashti – Navegaon Tarsa,
P.O. Tarsa Via Mouda, Mouda –
Ramtek Road, Nagpur – 441106.

V/s.

Party No.2:

The General Secretary, General Mazdoor
Sabha (HMS), 204, Nav Saraswati Sadan,
Opp. – New Girls School, Ram Maruti Road,
Thane (W) 400602.

AWARD(Dated: 24th April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Ultratech Cement Limited, and their workmen Shri Kushal Arun Potbhare and Shri Roshan Ishwar Zalke, for adjudication, as per letter No. L-29011/45/2022-IR(M) dated 25.11.2022, with the following schedule:-

"Whether the demand raised by General Mazdoor Sabha (HMS), Thane in respect of workmen Shri Kushal Arun Potbhare and Shri Roshan Ishwar Zalke against the action of the management of Ultratech Cement Ltd. (Unit-Nagpur Cement Works), Navegaon, Mouda-Ramtek Road, Distt. Nagpur for terminating the services and not paying their wages of last 4 months is proper, legal and justified? If yes, what relief these workmen are entitled to?"

2. Case is called out. Both parties are absent. Both parties are not responding and attending the Court since 21/09/2023. No statement of claim and written statement have been filed by the parties respectively. Petitioner has not filed any evidence to prove his case. Petitioner is not coming to the Court for long time. It appears that petitioner is not interested to contest the case. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The demand raised by General Mazdoor Sabha (HMS), Thane in respect of workmen Shri Kushal Arun Potbhare and Shri Roshan Ishwar Zalke against the action of the management of Ultratech Cement Ltd. (Unit-Nagpur Cement Works), Navegaon, Mouda-Ramtek Road, Distt. Nagpur for terminating the services and not paying their wages of last 4 months is improper, illegal and unjustified. The workmen are not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 819.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री मनोज सावंत एंड २२ अन्य के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेंस नं.-26/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-54]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 819.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 26/2023**) of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Life Insurance Corporation of India** and **Shri Manoj Sawant and 22 others** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. Z-16025/04/2025-IR(M)-54]

DILIP KUMAR, Under Secy.

ANNEXURE
BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/26/2023

Date: 08.04.2025.

Party No.1: The Sr. Divisional Manager,
 Life Insurance Corporation of India,
 Divisional Office 'Jeevan Prakash'
 Shrikrishna Peth, Amravati - 444601
 V/s.

Party No.2: Shri Manoj Sawant & 22
 Others, R/o Namdev
 Mandir Road, Gadge Nagar,
 Amravati – 444603.

AWARD

(Dated: 08th April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Life Insurance Corporation of India, Divisional Office, Amravati through its Sr. Divisional Manager, and their workman Shri. Manoj Sawant & 22 others, for adjudication, as per letter **No. 24(55)/2023-IR dated 21.12.2023**, with the following schedule:-

1. "Whether the action of the management of Life Insurance Corporation of India, Amravati in not regularizing the services of 16 workmen (Annexure-I) is legal and justified in the eye of law or not? If not, what relief the workmen are entitled to?"

2. "Whether the action of the management of Life Insurance Corporation of India, Amravati in not giving facility of Mediclaim to the workman Shri Manoj Sawant & 22 others (Annexure-2) is legal and justified in the eye of law or not? If not, what relief the workmen are entitled to?"

2. Case is called out. Learned Counsel for the respondent Shri. N.K. Ghagarkar is present before the Court. None is present on behalf of the petitioner despite service of notice. No statement of claim has been filed by the petitioner till today. No other evidence has been filed by the petitioner to prove his case. Petitioner is not coming to the Court since very beginning of the case. It appears that petitioner is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

1.The action of the management of Life Insurance Corporation of India, Amravati in not regularizing the services of 16 workmen (Annexure-I) is legal and justified. The workmen are not entitled to any relief.

2.The action of the management of Life Insurance Corporation of India, Amravati in not giving facility of Mediclaim to the workman Shri Manoj Sawant & 22 others (Annexure-2) is legal and justified. The workmen are not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 820.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एसीसी लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री अभिषेक के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेन्स न.-08/2019-20) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल-29012/02/2019-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 820.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 08/2019-20**) of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s ACC Ltd.** and **Shri Abhishek** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-29012/02/2019-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/08/2019-20

Date: 07.04.2025.

Party No.1:

- 1) The Managing Director,
M/s ACC Limited, Chanda Cement Works,
Post – Cement Nagar, Ghugus,
District – Chandrapur (MS) – 442502.
- 2) The Cluster Head of Plant Head,
M/s ACC Limited, Chanda Cement Works,
Post – Cement Nagar, Ghugus,
District – Chandrapur (MS) – 442502.

V/s.

Party No.2:

Shri Abhishek, S/o Sh. Thakursingh Rathod,
R/o TRT 64/6, ACC Colony, Near Union Office,
Wadi, Gulbarga, Karnataka – 585225.

AWARD

(Dated: 07th April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of M/s ACC Limited, and their workman Shri. Abhishek S/o Shri Thakursingh Rathod for adjudication, as per letter **No. L-29012/2/2019-IR(M)** dated **22.04.2019**, with the following schedule:-

“Whether the action of the management of ACC Ltd, through the Plant Director, Chanda Cement works, Post-Cement Nagar, District-Chandrapur and the Cluster Head or Plant Head of M/s ACC Ltd, Chanda Cement Works, Post-Cement Nagar, District-Chandrapur in terminating the service of the applicant Shri Abhishek S/o Shri Thakursingh Rathod w.e.f. 07.04.2016 and not considering the request of the applicant to reinstate in service with continuity and to pay full back wages from the date of termination to till his actual reinstatement in service of the applicant is just, fair or legal? If not, to what relief the concerned disputant is entitled to? What direction(s), if any, are necessary in the matter?”

2. Case is called out. Both parties are absent. Both parties are not responding and attending the Court since 04.03.2020. Although statement of claim has been filed by the petitioner but no written statement has been filed on behalf of the respondent till today. Petitioner has not filed any evidence to prove his case. Petitioner is not coming to the Court since long back i.e. near about five years. It appears that, petitioner is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The action of the management of ACC Ltd, through the Plant Director, Chanda Cement works, Post-Cement Nagar, District-Chandrapur and the Cluster Head or Plant Head of M/s ACC Ltd, Chanda Cement Works, Post-Cement Nagar, District-Chandrapur in terminating the service of the applicant Shri Abhishek S/o Shri Thakursingh Rathod w.e.f. 07.04.2016 and not considering the request of the applicant to reinstate in service with continuity and to pay full back wages from the date of termination to till his actual reinstatement in service of the applicant is just, fair or legal, The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 15 मई, 2025

का.आ. 821.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **बैंगलोर** के पंचाट (11/2019) प्रकाशित करती है।

[सं. एल - 12011/20/2019-आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 15th May, 2025

S.O. 821.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.11/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen.

[No. L-12011/20/2019- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALOREDATED : 24th APRIL 2025PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

C R No. 11/2019**I Party**

The General Secretary,
Corporation Bank Employees Union,
CBEU, Golden Jubilee Hall, Opp. Sharada
Vidyalaya, PVS Kala Kunj Road,
Kodialbail, MANGALORE – 575 003.

II Party

The General Manager,
Union Bank of India, Human Resource Management
Division, Head Office, Mangaladevi Temple Road,
MANGALORE – 575 001.

Appearances

I Party : **Sri M Rama Rao**
Authorized Representative

II Party : **Sri Pradeep S Sawkar**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L- 12011/20/2019-IR(B-II) dated 25.0.2019 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as “The Act”) (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

“Whether the action of the management of Corporation Bank, Mangalore, in discontinuing the practice of promotion of Part Time Sweepers into full time peons w.e.f. June, 2014 is legal and justified? If not, what relief the workmen are entitled for?”

2. After registering the case the date of hearing was fixed as 04.10.2019 and the Claim Statement was filed by the I party and Counter Statement came to be filed on 31.10.2019. MW 1 examined on behalf of the II Party and fully cross-examined. Documentary evidence Ex M-1 to Ex M-7 are marked. Ex W-1 to Ex W-5

are got marked by the I Party by confronting to MW 1. At this stage, during the pendency of the Industrial Dispute, the 1st Party filed a Memo dated 16.10.2024 stating that a Memorandum of Settlement has been drawn between the parties on 21.10.2021 and in view of the settlement arrived at between the parties, the 1st Party has requested to pass an Award in terms of the Settlement entered into between the parties and to close the matter accordingly.

3. Perused the records. The I Party Union has filed a Memo dated 16.10.2024 along with the Staff Circular No. 7520 dated 21.10.2021 and Memorandum of Settlement dated 21.10.2021 which bears the Original signatures of both the parties i.e., the I Party Union and the II Party Management Representatives. The Management has also filed a Memo dated 18.12.2024 in which the management has also stated that there was a settlement dated 21.10.2021 between both the parties. In the interest of justice it is found expedient to pass an Award in terms of the Settlement to give effect to its specific terms and stipulations to safeguard the rights and interests of the Parties connected. In view of the above, the reference is answered accordingly. The Reference is thus disposed off according to the terms of settlement.

AWARD

Reference is answered as settled as per the Terms and Conditions of the Memorandum of Settlement dated 21.10.2021. The Memorandum of Settlement will form part of this Award. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 24th April 2025)

K .P. INDIRA, Presiding Officer

नई दिल्ली, 15 मई, 2025

का.आ. 822.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रमन्यायालय कोटा के पंचाट (केन्द्रीय)—14/2007 (सीआईएस—30/2014) (सीएनआर—आरजेकेटी 060001472007) प्रकाशित करती है।

[सं. एल - 12012/21/2007- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 15th May, 2025

S.O. 822.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 14/2007(CIS-30/2014) (CNR- RJKT 060001472007) of the *Indus.Tribunal-cum-Labour Court Kota* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/21/2007- IR(B-II)]

SALONI, Dy. Director

अनुलग्नक

न्यायाधीश, औद्योगिक न्यायाधिकरण(केन्द्रीय)कोटा,(राज.)

पीठासीन अधिकारी— संदीप कुमार शर्मा, आर.एच.जे.एस. (जिला जज संवर्ग)

निर्देश प्रकरण क्रमांक:औ.न्या.(केन्द्रीय)—14/2007(सीआईएस—30/2014)

(सीएनआर—आरजेकेटी060001472007)

दिनांक स्थापित: 17.09.2007

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क.

एल-12012/21/2007(आईआर(बी-II)) दि. 03.09.2007

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क)

औद्योगिक विवाद अधिनियम,1947

मध्य

सत्यनारायण पुत्र रामनाथ मेघवाल द्वारा संयुक्त महामंत्री, हिन्द मजदूर सभा, बंगाली कॉलोनी, छावनी, कोटा

—प्रार्थी श्रमिक

एवं

क्षेत्रीय प्रबंधक, सेंट्रल बैंक ऑफ इण्डिया, सिविल लाईन्स,
कोटा

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि:—

श्री पुरुषोत्तम दाधीच

अप्रार्थी नियोजक के प्रतिनिधि श्री एस.पी. सोरल वक्त बहस उपस्थित व आज वक्त अधिनिर्णय अनुपस्थित।

::अधिनिर्णय::

दिनांक: 17.01.2025

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 03.09.2007 के जरिये निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे आगे "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) एवं उपधारा 2(क) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ निम्नानुसार प्राप्त हुआ।

"Whether the workman Shri Satyanarayan S/o Shri Ramnath Meghwal was in employment between 26-2-2000 to 10-12-2000 and worked for more than 240 days in the Bank. If yes whether the action of terminating the service of the workman by the Manager, Central Bank of India, Civil Lines, Kota W.e.f. 10-12-2000 is legal and justified? If not, to what relief the employee is entitled to and from which date?"

2— उक्त विवाद, न्यायाधिकरण में रेफर होने पर पंजीबद्ध कर पक्षकारों को उपस्थिति बाबत नोटिस जारी किए गए। नोटिस की पालना में प्रार्थी श्रमिक द्वारा उपस्थित होकर स्टेटमेंट ऑफ क्लेम न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्ततः यह कथन किया गया है कि उसे अप्रार्थी ने दि. 26.02.2000 से चतुर्थ श्रेणी कर्मचारी का कार्य करने हेतु दैनिक वेतन पर सेवा में नियोजित किया था। प्रार्थी से आर्य समाज रोड़, रामपुरा, कोटा में कार्य लिया गया। नियोजक ने प्रार्थी को अचानक, बिना कोई कारण बताए, बिना किसी पूर्व सूचना के दि. 10.12.2000 से नौकरी से हटा दिया है जो अवैध है। प्रार्थी नियोजक के यहां दि. 26.02.2000 से 09.12.2000 तक निरंतर 240 दिन से अधिक समय तक कार्य किया है। प्रार्थी का यह विवाद अधिनियम की धारा 2 (ओ.ओ.) के अन्तर्गत छंटनी की परिभाषा में आता है। अप्रार्थी नियोजक ने प्रार्थी को नौकरी से हटाते समय नोटिस, नोटिस वेतन व छंटनी मुआवजा नहीं देकर अधिनियम की धारा 25 एफ, प्रार्थी से कनिष्ठ श्रमिकों को नियोजन में रखकर प्रार्थी को हटाकर अधिनियम की धारा 25 जी के प्रावधानों की अवहेलना की है और प्रार्थना की है कि प्रार्थी को पिछले सम्पूर्ण वेतन सहित सेवा में बहाली का अनुतोष प्रदान किया जावे।

3— अप्रार्थी ने जवाब स्टेटमेंट ऑफ क्लेम प्रस्तुत कर प्रार्थी के कथनों का प्रतिवाद किया है कि प्रतिपक्षी प्रार्थी का नियोजक नहीं है। प्रार्थी व प्रतिपक्षी के मध्य श्रमिक व नियोजक का संबंध नहीं है। प्रार्थी को उनके द्वारा कभी भी नियोजित नहीं किया गया है ना ही प्रार्थी ने उनके यहां कभी कोई कार्य किया है। प्रकरण में अधिनियम के प्रावधान भी लागू नहीं होते हैं। यह भी अभिकथित किया है कि प्रार्थी द्वारा यह विवाद 6 वर्ष की देरी से उठाया गया है। प्रतिपक्षी को उपलब्ध जानकारी के आधार पर प्रार्थी को अंशकालीन कार्य पर व आकस्मिक तौर पर पूर्णतया अल्पकालीन कार्य पर दिन में दो-तीन घण्टे के लिए आवश्यकता के अनुसार अस्थाई तौर पर सेंट्रल बैंक ऑफ इण्डिया की आर्य समाज रोड़ रामपुरा, कोटा में केवल मात्र 152 दिन ही कार्य करवाया गया है व प्रार्थी स्वतः ही दि. 09.12.2000 के पश्चात उक्त आकस्मिक अंशकालीन कार्य पर कार्यरत नहीं हुआ है और प्रार्थना की है कि उक्त आधार पर प्रार्थी का क्लेम प्रार्थना पत्र सव्यय खारिज किया जावे।

4— साक्ष्य प्रार्थी की ओर से स्वयं एवं अप्रार्थी की ओर से देवेन्द्र कुमार पाण्डेय के शपथ पत्र प्रस्तुत हुए हैं जिन पर परस्पर जिरह की गई है। उभयपक्ष की ओर से दस्तावेजी साक्ष्य भी प्रस्तुत की गयी जिसका यथासमय उल्लेख किया जावेगा।

5— उभयपक्ष की बहस सुनी गई जो मुख्यतः उनकी ओर से प्रस्तुत अपने-अपने अभ्यावेदनों के अनुरूप ही रही है।

6— हस्तगत प्रकरण में मुख्यतः यही देखा जाना है कि क्या प्रार्थी श्रमिक ने अप्रार्थी के नियोजन में उसके द्वारा वर्णित सेवा पृथकता दि. 10.12.2000 से पूर्व के एक कलेण्डर वर्ष निरन्तर 240 दिन कार्य किया गया है अथवा नहीं?

इस संबंध में प्रार्थी की ओर से साक्ष्य में स्वयं का शपथ पत्र प्रस्तुत हुआ है जिसमें उसने स्टेटमेंट ऑफ क्लेम में वर्णित तथ्यों की पुनरावृत्ति की है एवं यह कथन किया है कि उसके पास कोई नियुक्ति आदेश व सेवा पृथक आदेश नहीं है। यह सही है कि प्रदर्श डब्ल्यू 1 लगायत 28 तक पर किसी के भी हस्ताक्षर नहीं हैं। यह भी सही है कि इन सब पर बैंक की सील नहीं है। यह सही है कि उसने प्रदर्श डब्ल्यू 29 दि. 18.08.2006 को श्रम समझौता अधिकारी को दिया है। यह सही है कि उसने दि. 10.12.2000 से 18.08.2006 तक कहीं भी कोई विवाद नहीं उठाया। उसका नाम नियोजन कार्यालय से नहीं मंगवाया उसका साक्षात्कार भी नहीं हुआ। वह दैनिक वेतन भोगी श्रमिक था। उसने प्रतिपक्षी बैंक की शाखा आर्य समाज रोड़ पर काम किया है। यह बात सही है कि उसने शाखा प्रबंधक, आर्य समाज रोड़ को पक्षकार नहीं बनाया है और ना ही उसके विरुद्ध विवाद उठाया है। यह बात सही है कि चतुर्थ श्रेणी कर्मचारियों का हाजरी रजिस्टर रखा जाता है उसने हाजरी रजिस्टर न्यायालय की पत्रावली पर पेश नहीं किया है। यह सही है कि प्रदर्श डब्ल्यू 1 लगायत प्रदर्श डब्ल्यू 28 में मजदूर का हवाला है। उसे पता नहीं है कि शाखा प्रबंधक स्वतंत्र व पृथक इकाई होता है और वह मजदूरी करवाने के लिए स्वतंत्र होता है। यह सही है कि उसने पास प्रतिपक्षी बैंक का कोई कागज नहीं है।

अप्रार्थी की ओर से साक्ष्य में देवेन्द्र कुमार पाण्डेय का शपथ पत्र प्रस्तुत किया गया है जिसमें उसने जवाब स्टेटमेंट ऑफ क्लेम में वर्णित तथ्यों की पुनरावृत्ति की ओर जिरह में यह कथन किया है कि यह बात सही है कि वह प्रार्थी से संबंधित सारा रिकॉर्ड देखकर आया है। यह बात गलत है कि प्रार्थी को उनके द्वारा दि. 26.02.2000 को चतुर्थ श्रेणी कर्मचारी के पद पर नियोजित किया हो। अजखुद कहा कि दि. 26.02.2000 को

काम पर लगाया था लेकिन नियोजित नहीं किया था। यह सही है कि प्रार्थी ने आर्य समाज वाली बैंक में काम किया है। यह बात सही है कि प्रार्थी ने उनके यहां दि. 26.02.2000 से 09.12.2000 तक काम तो किया है, लेकिन निरंतर काम नहीं किया है। यह बात गलत है कि इसको दि. 10.12.2000 से नौकरी से हटा दिया हो। अजखुद कहा कि नौकरी पर रखा ही नहीं तो हटाते कैसे। प्रार्थी ने आकस्मिक कार्य किया था इसलिए इसको नियुक्ति पत्र दिए जाने का प्रश्न ही नहीं है। प्रार्थी ने उसके यहां सफाई का काम किया था इसके अतिरिक्त इससे कोई काम नहीं करवाते थे। चूंकि प्रार्थी आकस्मिक कार्य पर था इसलिए इसके न आने पर इसको सूचना नहीं दी गई। यह सही है कि प्रार्थी को भुगतान बाउचर के द्वारा किया जाता था। प्रदर्श डब्ल्यू 1 लगायत डब्ल्यू 27 उनके बैंक के बाउचर हैं जिसमें प्रार्थी का नाम नहीं है। प्रदर्श डब्ल्यू 28 की उसे जानकारी है इसका जवाब उनके द्वारा प्रदर्श डब्ल्यू 30 के रूप में दिया गया था। प्रदर्श डब्ल्यू 31 की भी उसे जानकारी है। प्रदर्श डब्ल्यू 32 उनका जवाब है। प्रदर्श डब्ल्यू 33 असफल वार्ता प्रतिवेदन है। यह बात सही है कि प्रदर्श एम 1 उनके रिकॉर्ड के अनुसार बनाया है। यह सही है कि इसमें जो बाउचर बताए गए हैं, वह बाउचर उन्होंने न्यायालय की पत्रावली पर पेश नहीं किए हैं। वह प्रार्थी को पुनः काम पर रखने के लिए वह अधिकृत नहीं है।

7— साक्ष्य के उपरोक्त विवेचन से यह प्रकट हो रहा है कि प्रार्थी द्वारा उसकी सेवा पृथक्ता दिनांक 10.12.2000 से पूर्व अप्रार्थी के नियोजन में दिनांक 26.02.2000 से 09.12.2000 तक 240 दिन से अधिक समय तक चतुर्थ श्रेणी कर्मचारी के पद पर कार्य करने का कथन किया गया है, जिसके संबंध में जो प्रलेखीय साक्ष्य डब्ल्यू 1 लगायत 33 प्रस्तुत की गयी है जेरोक्स प्रति है। इसके विपरीत अप्रार्थी की ओर से प्रार्थी के उक्त कथनों का खण्डन किया गया है और यह स्पष्ट किया गया है कि प्रार्थी को उनके द्वारा नियोजित नहीं किया गया, ना ही प्रार्थी व उनके मध्य कर्मकार-नियोजक के संबंध स्थापित नहीं है प्रार्थी पूर्णतया अस्थाई तौर पर सेंट्रल बैंक ऑफ इण्डिया की आर्य समाज रोड, रामपुरा शाखा में केवल मात्र 152 ही कार्य किया है एवं प्रार्थी स्वतः ही दि. 09.12.2000 के बाद उनके यहां कार्यरत नहीं है। प्रार्थी उनके यहां एक कलेण्डर वर्ष में 240 दिन निरंतर कार्य नहीं किया है एवं प्रार्थी द्वारा 6 साल की देरी से यह प्रकरण उठाया गया है इसलिए भी यह प्रकरण निरस्तनीय है। इस प्रकरण में प्रार्थी द्वारा जो दस्तावेजी साक्ष्य प्रस्तुत की है उनके प्रदर्श डब्ल्यू 1 लगायत डब्ल्यू 28 द्वारा 161 दिनों की मजदूरी का भुगतान प्रार्थी को किया गया है। प्रदर्श डब्ल्यू 29 समझौता अधिकारी समक्ष प्रस्तुत प्रार्थना पत्र दि. 18.08.2006, प्रदर्श डब्ल्यू 30 अप्रार्थी का जवाब प्रार्थना पत्र, प्रदर्श डब्ल्यू 31 प्रार्थी का प्रत्युत्तर, प्रदर्श डब्ल्यू 32 अप्रार्थी का पत्र दि. 11.01.2007 एवं प्रदर्श डब्ल्यू 33 असफल वार्ता प्रतिवेदन है। अप्रार्थी पक्ष द्वारा प्रदर्श एम 1 दस्तोवज पेश पेश किया गया है जिसमें प्रार्थी द्वारा 152 दिन उनके यहां कार्य करने की दिनांकों का उल्लेख किया गया है। प्रार्थी द्वारा जो दस्तावेज साक्ष्य प्रदर्श डब्ल्यू 1 लगायत डब्ल्यू 28 पेश की गई है उनमें दिनांक 27.05.2000 से 08.12.2000 तक प्रार्थी को 161 दिनों की मजदूरी का भुगतान किया गया है एवं अप्रार्थी की ओर से प्रस्तुत प्रदर्श एम 1 प्रार्थी द्वारा दि. 26.02.2000 से 26.05.2005 तक 60 दिन तथा दि. 27.05.2000 से 08.12.2000 तक 92 दिन कार्य करने का उल्लेख है किन्तु अप्रार्थी की ओर से प्रदर्श एम 1 के समर्थन में दैनिक मजदूरी भुगतान की पर्चीयां/स्लिप पेश नहीं की है इसलिए प्रार्थी की ओर से प्रस्तुत प्रदर्श डब्ल्यू 1 लगायत 28 दैनिक मजदूरी की पर्चीयां अधिक विश्वसनीय प्रतीत होती है जिसमें प्रार्थी को दि. 27.05.2000 से 8.12.2000 तक 161 दिनों की मजदूरी का भुगतान किया गया है। प्रार्थी व अप्रार्थी की ओर से प्रस्तुत साक्ष्य से स्पष्ट है कि प्रार्थी ने अप्रार्थी के नियोजन में 221 दिन कार्य किया है। प्रार्थी को वांछित अनुतोष प्राप्त करने के लिए यह प्रमाणित करना आवश्यक है कि प्रार्थी द्वारा बताई गई सेवा समाप्ति दि. 10.12.2000 से ठीक पूर्व के एक कलेण्डर वर्ष में उसके द्वारा अप्रार्थी के अधीन निरन्तर 240 दिन कार्य किया गया है, किन्तु प्रदर्श डब्ल्यू 1 लगायत डब्ल्यू 28 व प्रदर्श एम 1 से यह साबित नहीं होता है कि प्रार्थी ने अप्रार्थी के नियोजन में सेवा पृथक्ता से पूर्व निरन्तर 240 दिन कार्य किया हो। इसके अतिरिक्त प्रार्थी श्रमिक की ओर से किसी प्रकार का कोई प्रलेखीय साक्ष्य हाजिरी रजिस्टर, मस्टरोल या अन्य सेवा संबंधी कोई दस्तावेज इत्यादि भी प्रस्तुत नहीं किये गये हैं जिससे उसके कथनों की पुष्टि होती हो। प्रार्थी द्वारा जिरह के दौरान स्पष्ट कथन किया गया है कि चतुर्थ श्रेणी कर्मचारीयों का हाजरी रजिस्टर रखा जाता है, उसने हाजरी रजिस्टर न्यायालय की पत्रावली पर पेश नहीं किया है। इसके अलावा अप्रार्थी ने अपने जवाब में यह कथन किया है कि प्रार्थी ने सेंट्रल बैंक ऑफ इण्डिया, आर्य समाज रोड, रामपुरा, कोटा में मात्र 152 दिन कार्य किया है उसके बाद प्रार्थी स्वयं कार्य छोड़कर चला गया था। प्रार्थी श्रमिक पर 240 दिन लगातार काम करने के तथ्य को साबित करने का जो भार है, उसमें प्रार्थी पक्ष द्वारा केवल मात्र अपने शपथ-पत्र में यह लिख देना कि प्रार्थी श्रमिक ने 240 दिन तक लगातार काम किया, पर्याप्त नहीं होगा, अपितु उन्हें किसी ठोस मौखिक एवं प्रलेखीय/दस्तावेजी साक्ष्य से इस तथ्य को साबित करना होगा जिससे कि यह तथ्य सम्पुष्ट हो सके, परन्तु हस्तगत प्रकरण में पत्रावली पर उपलब्ध साक्ष्य से प्रार्थी श्रमिक यह तथ्य साबित करने में पूर्णतया असफल रहा है कि उसके द्वारा बताई गई सेवा समाप्ति की दिनांक से ठीक पूर्व के एक कलेण्डर वर्ष की अवधि में उसने अप्रार्थी के नियोजन में निरन्तर 240 या उससे अधिक कार्य किया है। माननीय सर्वोच्च न्यायालय द्वारा निम्नलिखित न्यायिक दृष्टांतों में इस संबंध में समय-समय पर यही सिद्धांत प्रतिपादित किया है—

Ranip Nagar Palika Vs. Babuji Gabhaji Thakore-IX(2007) SLT 805 SC में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि LABOUR LAW- 240 days completion of service- Burden of proof lies on workman to show he worked continuously for 240 days for preceding one year - It is for workman to adduce evidence apart from examining himself to prove factum of being in employment of employer.

State of Gujrat vs Pratamsingh Narsinh Parmar, (2001) 9 SCC 713. में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि In our opinion the Tribunal was not right in placing the onus of the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellants. It was them for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No Proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. on this ground alone, the award is liable to be set aside.

Rajasthan State Ganganagar Sugar Mills Ltd. Vs State of Rajasthan and Anr. v(2004) LST 686=2004(8)SCC161, (पैरा 6) में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि "It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellants. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient

evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in **Range Forest Officer vs S.T. Hadimani, 2002 (3) SCC 25**. No Proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere Non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed."

Manager Reserve Bank of India Bangalore Vs S. Mani and Others 2005 (5) SCC page 100 में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि The Initial burden of proof was on the workman to show that he had completed 240 days of service. Tribunal's view that the burden was on the employer was held to be erroneous.

R.M. Yellatti Vs The Asst. Executive Engineer (2006 (1) SCC 1006) 2005 AIR SCW 6103 में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि "Analysing the above decisions of this court, it is clear that the provisions of the Evidence Act. in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgements we find that this court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year.

8— इस प्रकार उपरोक्त विवेचन व विश्लेषण के आधार पर प्रार्थी श्रमिक अपनी साक्ष्य से यह सिद्ध कर पाने में असफल रहा है कि उसने अप्रार्थी के यहां उसके द्वारा बताई गई सेवा समाप्ति दिनांक 10.12.2000 से ठीक पूर्व के एक कलेण्डर वर्ष, अर्थात् 12 कलेण्डर माह में निरन्तर 240 दिन कार्य किया है और प्रार्थी की ओर से अप्रार्थी द्वारा उसे हटाये जाने के समय नियोजक के अधीन प्रार्थी से कनिष्ठ अन्य कर्मचारी को नियोजन में रखने के संबंध में किसी प्रकार की कोई प्रलेखीय साक्ष्य को अपनी साक्ष्य में प्रस्तुत कर प्रदर्शित नहीं कराया गया है। इसलिए प्रार्थी, अप्रार्थी से कोई राहत प्राप्त करने का अधिकारी नहीं है।

9— इस प्रकरण में न्यायालय को यह भी देखना है कि क्या प्रार्थी श्रमिक द्वारा देरी से विवाद उठाया जाना उचित एवं वैध है? विद्वान अप्रार्थी प्रतिनिधि द्वारा अपने जवाब में यह भी कथन किया गया है कि इस प्रकरण में प्रार्थी द्वारा करीब 6 वर्ष के पश्चात कार्यवाही की है और इस दौरान प्रार्थी द्वारा कोई शिकायत प्रस्तुत नहीं की गई। ऐसी स्थिति में प्रकरण अवधि बाधित होने से रेफरेंस योग्य नहीं रहा है। प्रार्थी के प्रतिनिधि ने उक्त तर्कों का खण्डन किया है।

इस संबंध में प्रार्थी श्रमिक द्वारा प्रस्तुत अपने स्टेटमेंट ऑफ क्लेम व अपने शपथ पत्र में उक्त देरी के संबंध में कोई तथ्य उल्लेखित नहीं किये गये हैं। प्रार्थी की ओर से देरी के संबंध में किए गए उक्त कथनों के सम्बंध में कोई विश्वसनीय साक्ष्य पेश नहीं की गई है। पत्रावली के अवलोकन से प्रकट है कि प्रार्थी ने अपनी जिरह के दौरान यह स्पष्ट कथन किया है कि उसने दि. 10.12.2000 से 18.08.2006 तक कहीं भी कोई विवाद नहीं उठाया। प्रार्थी द्वारा वर्णित सेवा पृथक्ता दिनांक 10.12.2000 से लगभग 5 वर्ष 8 माह की देरी से अर्थात् वर्ष 2006 में प्रकरण प्रस्तुत किया जाना प्रकट है। प्रार्थी द्वारा देरी के संबंध में कोई कारण नहीं बताया गया है। प्रार्थी श्रमिक द्वारा अपना विवाद सेवामुक्ति के उपरान्त निश्चित रूप से लगभग 5 वर्ष 8 माह की असामयिक देरी के पश्चात उठाया गया है जिस देरी का संतोषजनक कारण/स्पष्टीकरण उसके द्वारा नहीं दिया गया है।

9— माननीय उच्चतम न्यायालय के न्यायदृष्टांत "नेदनगड्डी बैंक लि. बनाम के.पी.माधवनकुट्टी एवं अन्य-2000 लेबआईसी 703 लेबआईसी (एससी), 2009(122) एफएलआर 737(एससी)-कर्नाटका राज्य एवं अन्य बनाम रविकुमार" में प्रतिपादित न्यायसिद्धांतानुसार देरी से विवाद उठाया जाना, मामले के लिए घातक (Fatal) माना गया है। माननीय उच्चतम न्यायालय द्वारा न्यायदृष्टांत "एआईआर 2016 एससी 2984-प्रभाकर बनाम ज्वार्न्ट डॉयरेक्टर, सैरीकल्चर डिपार्टमेंट एवं अन्य" में प्रतिपादित विधिक सिद्धांतानुसार सार रूप में यही अभिमत प्रकट किया गया है कि समुचित सरकार को यह क्षेत्राधिकार या शक्ति प्रदत्त नहीं है कि वह बिना विधिसंगत/युक्तियुक्त स्पष्टीकरण के सेवा पृथक्ता के बाद देरी से उठाये गये अस्तित्वहीन/अविद्यमान विवाद का निर्देश/रेफ्रेन्स बनाये। माननीय राजस्थान उच्च न्यायालय द्वारा पारित विनिश्चय "आरएलआर 2002(1) पृष्ठ 353-डिविजन फॉरेस्ट ऑफिसर बनाम रघुवीर एवं अन्य" में बिना किसी पर्याप्त कारण व स्पष्टीकरण के देरी से प्रस्तुत किये गये विवाद को उपयुक्त नहीं माना गया और श्रम न्यायालय के पारित अवार्ड को अपास्त किया गया। निष्कर्षतः न्यायालय की समग्र राय में प्रार्थी श्रमिक द्वारा बिना विधिसंगत/युक्तियुक्त स्पष्टीकरण के सेवामुक्ति तिथि से 5 वर्ष से अधिक की असामयिक/दीर्घावधि की देरी से उठाया गया निर्देश/रेफ्रेन्स/विवाद, अस्तित्वहीन/अविद्यमान घोषित किए जाने योग्य पाया जाता है।

10— निष्कर्षतः उपरोक्त विवेचन व विश्लेषण के परिप्रेक्ष्य में जबकि प्रार्थी अपनी साक्ष्य से यह सिद्ध कर पाने में असफल रहा है कि उसके द्वारा वर्णित सेवा समाप्ति दिनांक 10.12.2000 से ठीक पूर्व के एक कलेण्डर वर्ष में उसने अप्रार्थी के नियोजन में लगातार 240 दिन कार्य किया है, साथ ही उसके द्वारा वर्णित सेवापृथक्ता दिनांक से लगभग 5 वर्ष से अधिक की असामयिक/दीर्घावधि की देरी से उठाये जाने का कोई संतोषजनक कारण/स्पष्टीकरण नहीं बतलाया गया है, ऐसी स्थिति में उक्त निर्देश/रेफ्रेन्स/विवाद, अस्तित्वहीन/अविद्यमान हो जाता है और प्रार्थी श्रमिक, अप्रार्थी नियोजक से किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी होना नहीं पाया जाता है एवं प्रार्थी प्रतिनिधि की ओर से प्रस्तुत न्यायिक दृष्टांत **Gopal Lal Parashar vs. P.O. Industrial Tribunal, Bhilwara & Anr.- 2017(2) CDR 914 (Raj.)** एवं **Santosh Gupta Vs. State Bank of India- II L.L.J. 1980 Supreme Court**, के प्रकरणों की तथ्य व परिस्थितियां भिन्न होने से प्रार्थी उनके प्रतिपादित सिद्धांतों से कोई लाभ प्राप्त करने का अधिकारी नहीं है तथा सम्प्रेषित निर्देश/रेफ्रेन्स इसी अनुरूप उत्तरित होने योग्य है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा प्रासांगिक आदेश दिनांक 03.09.2007 के जरिये सम्प्रेषित निर्देश/विवाद को इसी अनुरूप उत्तरित किया जाता है कि प्रार्थी सत्यनारायण यह सिद्ध कर पाने में असफल रहा है कि उसने अप्रार्थी क्षेत्रीय प्रबंधक, सेन्ट्रल बैंक ऑफ इण्डिया, सिविल लाईन्स, कोटा के नियोजन में सेवा पृथक्ता दिनांक 10.12.2000 से पूर्व के एक कलेण्डर वर्ष में 240 दिन कार्य किया है एवं उसके द्वारा बिना विधिसंगत/युक्तियुक्त स्पष्टीकरण के सेवा पृथक्ता दिनांक के पश्चात लगभग 5 वर्ष से अधिक की असामयिक/दीर्घावधि की देरी से उठाया गया निर्देश/रेफ्रेन्स/विवाद, अस्तित्वहीन/अविद्यमान हो जाने से प्रार्थी श्रमिक, अप्रार्थी से किसी प्रकार का अनुतोष प्राप्त करने के अधिकारी नहीं है।

संदीप कुमार शर्मा, न्यायाधीश
औद्योगिक न्यायाधिकरण(केन्द्रीय),कोटा(राज.)

अधिनिर्णय आज दिनांक 17.01.2025 को खुले न्यायाधिकरण में सुनाया जाकर हस्ताक्षरित किया गया जिसे नियमानुसार समुचित सरकार को प्रकाशनार्थ भिजवाया जावे।

नई दिल्ली, 15 मई, 2025

का.आ. 823.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम मध्य रेलवे के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रमन्यायालय कोटा के पंचाट (केन्द्रीय)—08/2006(सीआईएस-47/2014)(सीएनआर-आरजेकेटी060001520008) प्रकाशित करती है।

[सं. एल - 41011/25/2007-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 15th May, 2025

S.O. 823.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.08/2006(CIS-47/2014) (CNR- RJKT 060001520008) of the Indus.Tribunal-cum-Labour Court Kota as shown in the Annexure, in the industrial dispute between the management of West Central Railway and their workmen.

[No. L-41011/25/2007- IR(B-I)]

SALONI, Dy. Director

अनुलग्नक

न्यायाधीश, औद्योगिक न्यायाधिकरण(केन्द्रीय)कोटा,(राज.)

पीठासीन अधिकारी— संदीप कुमार शर्मा, आर.एच.जे.एस. (जिला जज संवर्ग)

निर्देश प्रकरण कमांक:औ.न्या.(केन्द्रीय)—08/2006(सीआईएस-47/2014)

(सीएनआर-आरजेकेटी060001520008)

दिनांक स्थापित: 02.04.2008

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क.

एल-41011/25/2007(आईआर(बी-1)) दि.:03.12.2007

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क)

औद्योगिक विवाद अधिनियम, 1947

मध्य

कार्यकारी अध्यक्ष, पश्चिम मध्य रेलवे कर्मचारी परिषद,
राममंदिर परिसर, कोटा

—प्रार्थी यूनियन

एवं

मण्डल रेल प्रबंधक, पश्चिम मध्य रेलवे, कोटा जं. कोटा

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि:—

श्री रियाज अहमद

अप्रार्थी नियोजक की ओर से प्रतिनिधि:—

श्री मनोज पुरी

::अधिनिर्णय::

दि.:21.01.2025

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 03.12.2007 के जरिये निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे आगे "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) एवं उपधारा 2(क) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ प्राप्त हुआ है:—

"Whether the action of the management of Divisional Railway Manager, Kota Mandal, Kota in giving Shri Mehboob Ali & 23 others temporary status after completing 360 days of service, is fair and justified? If not, to what relief the workmen concerned are entitled?"

2— उक्त विवाद, न्यायाधिकरण में रेफर होने पर पंजीबद्ध कर पक्षकारों को उपस्थिति बाबत नोटिस जारी किए गए। नोटिस की पालना में प्रार्थी यूनियन द्वारा उपस्थित होकर स्टेटमेंट ऑफ क्लेम न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्ततः यह कथन किया गया है कि श्रमिकगण की नियुक्ति मण्डल रेल प्रबंधक, कोटा के अधीन भर्ती पत्र सं. 615/1/1207 दि. 24.12.84 एवं मण्डल इंजिनियर (ट्रेक) कोटा के नोटिस सं. 615(1) दि. 16.06.84 के आधार पर हुई थी जिनकी दिनांक व अस्थाई दर्जा प्रदान करने की दिनांक निम्नानुसार है—

क्र.सं.	नाम कर्मकार	भर्ती दिनांक	टी.एस. दिए जाने की दिनांक
1	महबूब अली के	22.07.85	29.08.86
2	रामचरण बी	22.07.85	04.09.86
3	शहजाद खां	22.07.85	14.09.86
4	सीताराम के	26.07.85	10.11.86
5	जगदीश सिंह बी	29.07.85	02.11.86
6	महेन्द्रराम आर	01.04.85	04.11.86
7	बन्ने सिंह आर	29.07.85	10.12.86
8	प्रमोद कुमार बी	22.07.85	14.03.87
8	गोपाललाल सी	01.03.85	10.05.87
9	मोहम्मद रफीक एम	22.07.85	15.09.86
11	धनेश कुमार एल	22.07.85	10.09.86
12	मोहन सिंह बी	22.07.95	12.09.86
13	धूपसिंह	29.07.85	21.11.87
14	लाल मोहम्मद	22.07.85	20.09.86
15	रामप्रसाद सी	22.07.85	07.04.87
16	घनश्याम आर	26.03.85	02.08.86
17	मोहर सिंह आर	26.03.85	21.09.86
18	बच्चू सिंह एस	26.03.85	02.08.86
19	मोहन सिंह आर	26.03.85	02.08.86
20	प्रेम सिंह	22.07.85	17.07.86
21	मोहनलाल के	22.07.85	24.09.86
22	सुरगन आर	29.07.85	24.09.86
23	बदरिया	22.07.85	14.03.87
24	गोपालराम बी	22.07.85	14.03.87

नियोजक द्वारा श्रमिकों को अस्थाई दर्जा भर्ती के दिनांक से 120 दिन की अवधि में काम करने के पश्चात नहीं दिया जाकर 360 दिन के कार्य दिवस की अवधि के पश्चात या इससे भी अधिक दिनों के कार्य के पश्चात दिया गया है, जो विभागीय नियमों के विपरित है इसका कारण यह विवाद उत्पन्न हुआ है। विवाद से संबंधित श्रमिकों को नियुक्ति व्यक्तिगत साक्षात्कार के लिए भिन्न-भिन्न दिनों में मण्डल इंजिनियर (ट्रेक) कोटा के नोटिस सं. ई/ई/615 दि. 18.06.84 एवं समकक्ष पत्र दि. 16.06.84 के द्वारा सहायक इंजिनियर गुना के पत्र सं. ई/ई/615/1(120) दि. 24.12.84 व सहायक इंजिनियर सवाईमाधोपुर के पत्र क्रमांक ऐ/13(अ.म.स्की.) द्वारा बुलाया गया था तथा कर्मकारों का साक्षात्कार ओपन लाईन के मण्डल अधिकारियों द्वारा लिया जाकर नियुक्ति प्रदान की गई थी। विभाग में कार्य श्रमिकों में से कई श्रमिकों का स्कीनिंग 1988 में किया गया कई श्रमिकों को आदेश से ई/टेल/8210/4/601/II दि. 27.06.89 के द्वारा नियमित कर दिया गया तथा कई श्रमिकों को छोड़ दिया गया। इस प्रकार नियोजक द्वारा गलत तरीकों से श्रमिकों को भेदभाव पूर्ण तरीके से लाभ दिया गया है जो गलत है। विवाद से संबंधित श्रमिकों का नियमितीकरण नियमित कर्मकारों की तरह ही हुआ था इनका सलेक्शन निर्धारित नियमों के अनुसार साक्षात्कार के आधार पर किया गया था, इस कारण इनकी नियुक्ति/नियमितीकरण नाम के आगे दशाई गई तिथि से ही किया जाना चाहिए था जो सुविधाएं नियोजक द्वारा प्रदान नहीं की गई तथा विवाद से

संबंधित कर्मकार वरिष्ठ होते हुए भी कनिष्ठतम श्रेणी में रह गए। इस प्रकार नियोजक द्वारा की गई कार्यवाही से श्रमिकों को काफी आर्थिक नुकसान हुआ है। नियोजक द्वारा की गई कार्यवाही नैसर्गिक न्याय के सिद्धांतों के विपरित है जो अन्फेयर लेबर प्रेक्टिस की परिभाषा में आती है। नियोजक द्वारा संबंधित श्रमिकों की नियुक्ति निर्माण विभाग व प्रोजेक्ट के अधीन होने का कथन किया गया है जो सर्वथा गलत है क्योंकि इन कर्मकारों को स्क्रीन करके मण्डल कार्यालय द्वारा पत्र दि. 08.08.91 द्वारा नियमित किया गया है तथा समकक्ष पत्र दि. 17.04.89, 19-20.06.89, 27.09.89, 24.07.89 व 07.09.89 के द्वारा टेलीकॉम विभाग में नियमित पोस्टिंग करके स्थानान्तरण किया गया है तथा भर्ती भी ओपन लाईन में किया गया था इस कारण संबंधित कर्मकार अन्य कर्मचारियों व नियमों के आधार पर 120 दिन की सेवा के बाद से ही अस्थाई दर्जा प्राप्त करने के हकदार है तथा इसी प्रकार सभी लाभ प्राप्त करने के हकदार है और प्रार्थना की है कि श्रमिकों को उनकी 120 दिन की सेवा अवधि पूर्ण करने के उपरांत अस्थाई दर्जा दिया जाकर अन्य कर्मचारियों के समान सभी स्थाई लाभ दिलवाए जावे।

3— अप्रार्थी नियोजक की ओर से उक्त क्लेम का जवाब प्रस्तुत कर यह प्रतिवाद किया गया है कि रेलवे विभाग के नियमों के अनुसार श्रमिकों को टेम्परेरी स्टेटस दिया जाता है ऐसे सभी श्रमिक जिनको समय-समय पर टी.एस दिया जा रहा है उन श्रमिकों ने अपनी नियुक्ति के संबंध में एवं कार्य विवरण के संबंध में विशिष्ट एवं सारवान दस्तावेज पेश नहीं किए हैं जिनके अभाव में जवाब देना संभव नहीं है ऐसी अवस्था में अंकित तथ्य स्वीकार नहीं है। श्रमिकों का नियमितीकरण नियमानुसार किया गया है। नियमितीकरण की प्रक्रिया के अन्तर्गत श्रमिकों को पात्रता के आधार पर नियमित किया जाता है। वरिष्ठता के उल्लंघन के संबंध में किसी भी विशिष्ट श्रमिक का नाम दिया है और ना ही स्वयं द्वारा नियमितकरण की पात्रता के लिए श्रमिकों ने नियमितीकरण की पात्रता संबंध में कोई सारवान दस्तावेज व तथ्य ही पेश किए हैं। श्रमिकों के नियमितीकरण के संबंध में रेलवे प्रशासन द्वारा की गई समस्त कार्यवाही रेलवे बोर्ड नियमों के अनुसार की गई है। दि. 14.07.81 के बाद महाप्रबंधक की स्वीकृति के बिना आकस्मिक श्रमिकों की नियुक्ति पत्र रेलवे बोर्ड के नियमों के आधार पर रोक लगा दी गई थी इसलिए दि. 18.06.84 एवं 24.12.84 का इनकी नियुक्ति किया जाना रेकॉर्ड के अभाव में स्वीकार नहीं है। यह मामला श्रमिकों की सेवा में नियमितीकरण का है जिसके लिए भारत सरकार द्वारा स्थापित सेन्ट्रल एडमिनेस्ट्रीव ट्रीब्यूनल के समक्ष आवेदन प्रस्तुत करना चाहिए और प्रार्थना की है कि प्रार्थी का क्लेम प्रार्थना पत्र सव्यव खारिज किया जावे।

4— साक्ष्य में प्रार्थी पक्ष की ओर से धनश्याम, मोहनलाल व अप्रार्थी की ओर से योगेश मेवाड़ा के शपथ-पत्र प्रस्तुत हुए जिनसे परस्पर जिरह की गयी। उभयपक्ष की ओर से दस्तावेजी साक्ष्य भी प्रस्तुत की गयी जिसका यथासमय उल्लेख किया जावेगा।

5— सूना गया, पत्रावली का अवलोकन किया गया। यद्यपि अप्रार्थी प्रतिनिधि की ओर से क्षेत्राधिकार के बिन्दू के पर कोई आपत्ति नहीं की गई है किन्तु न्यायाधिकरण को प्रकरण में सर्वप्रथम स्वतः यह देखना है कि क्या यह प्रकरण न्यायाधिकरण के क्षेत्राधिकार में आता है या नहीं। उक्त स्टेटमेंट ऑफ क्लेम प्रार्थी पक्ष द्वारा प्रस्तुत कर श्रमिकों की भर्ती दिनांक एवं अस्थाई दर्जा दिए जाने की दिनांक अंकित की गई है जबकि प्राप्त रेफरेंस आदेश निम्नानुसार है—*"Whether the action of the management of Divisional Railway Manager, Kota Mandal, Kota in giving Shri Mehboob Ali & 23 others temporary status after completing 360 days of service, is fair and justified? If not, to what relief the workmen concerned are entitled?"* इस प्रकार स्पष्ट है कि रेफरेंस/विवाद अधिसूचना में प्रार्थी यूनियन के श्रमिकों की भर्ती एवं अस्थाई दर्जा देने की दिनांक अंकित नहीं है जबकि स्टेटमेंट ऑफ क्लेम व शपथ पत्रों में श्रमिकों की भर्ती दिनांक व अस्थाई दर्जा देने की तिथियां अंकित की है तथा श्रमिकों द्वारा उनकी भर्ती दिनांक से 120 दिन पूर्ण होने पर अस्थाई दर्जे की मांग की गई है एवं इस न्यायाधिकरण को जो रेफरेंस प्राप्त हुआ है वह 360 दिन के बाद अस्थाई दर्जा देने की उचितता एवं वैधता बाबत प्राप्त हुआ है। ऐसे में यह स्थिति स्पष्ट नहीं है कि यह न्यायाधिकरण श्रमिकों की भर्ती के उपरांत उनके अप्रार्थी के नियोजन में 120 दिन की सेवा पूरी होने पर श्रमिकों की अस्थाई दर्जा पाने की कौनसी दिनांक को मानकर रेफरेंस का निस्तारण करेगा। क्या यह न्यायाधिकरण प्रार्थी पक्ष द्वारा बतायी गई तिथि के आधार पर प्रकरण का गुणावगुण पर निस्तारण कर सकता है अथवा नहीं? इस बाबत माननीय राजस्थान उच्च न्यायालय द्वारा पारित निर्णय "महावीर कण्डक्टर बनाम नन्द किशोर-2003 डबल्यूएलसी(राज.) यू.सी. पृष्ठ 424" के पेरा नम्बर 12 में माननीय न्यायालय के द्वारा निम्न अभिमत प्रकट किया गया है—*"Thus, in view of the above, I reach the inescapable conclusion that the Labour Court has no competence to correct/modify/amend/alter the terms of the reference or mention the date of termination etc., or proceed with the reference and accepting the date of termination as suggested by the workman and in case it does so the award becomes nullity, being without jurisdiction, based on the bad reference."*

6— इसी निर्णय के पेरा संख्या 11 में माननीय उच्चतम न्यायालय के द्वारा "मदनपाल सिंह बनाम उत्तरप्रदेश राज्य एवं अन्य-एआईआर 2000 सुप्रीम कोर्ट पृष्ठ 537" का उल्लेख भी किया गया है जिसमें माननीय उच्चतम न्यायालय के द्वारा यह मत व्यक्त किया गया है कि श्रम न्यायालय का क्षेत्राधिकार रेफरेंस में अंकित बिन्दु तक ही सीमित होता है और उसे रेफरेंस से परे जाकर पक्षकारों के नामों या तिथियों में किसी भी प्रकार का कोई परिवर्तन या संशोधन करने की अधिकारिता नहीं है। नामों व तिथियों में कोई परिवर्तन या संशोधन करवाना है तो पक्षकारों को समुचित सरकार के समक्ष अपना पक्ष रखकर इस बाबत कार्यवाही करवानी होगी।

7— अतः उक्त निर्णयों के प्रकाश में यह स्पष्ट है कि रेफरेंस/अधिसूचना में प्रार्थी यूनियन की श्रमिकों की अस्थाई दर्जा प्राप्त करने एवं भर्ती की तिथियां नहीं अंकित है तथा श्रमिकों द्वारा अपने स्टेटमेंट ऑफ क्लेम व शपथ पत्र में भर्ती व अस्थाई दर्जा देने की तिथियों का अंकन किया गया है एवं भर्ती की तिथि से 120 दिन सेवा में पूर्ण होने पर अस्थाई दर्जे की मांग की गई है किन्तु रेफरेंस आदेश में किसी तिथि का अंकन नहीं होने से न्यायाधिकरण स्टेटमेंट ऑफ क्लेम व शपथ पत्र में अंकित तिथियों के भिन्न होने से न्यायाधिकरण क्लेम में अंकित तिथियों के आधार मानकर निर्णय पारित नहीं कर सकता है क्योंकि ऐसा निर्णय क्षेत्राधिकार के अभाव का होगा और शून्य होगा। लेकिन यह न्यायाधिकरण जब तक कि रेफरेंस में संशोधन न हो जाए तब तक अग्रिम कार्यवाही नहीं कर सकता। लिहाजा इस दृष्टि से चूँकि हस्तगत रेफरेंस आदेश में किसी तिथि का अंकन नहीं है तथा न्यायाधिकरण स्टेटमेंट ऑफ क्लेम में अंकित तिथियां के आधार पर प्रकरण का निस्तारण नहीं कर सकता है ऐसे में फिलहाल यह प्रकरण इस न्यायाधिकरण के क्षेत्राधिकार का होना नहीं पाया जाता है, परन्तु पक्षकार यदि समुचित सरकार से इस बाबत रेफरेंस आदेश में संशोधन करवाकर न्यायाधिकरण में पेश करते हैं तो न्यायाधिकरण ऐसे रेफरेंस आदेश पर विधि अनुसार कार्यवाही कर सकता है।

परिणामतः श्रम मंत्रालय, भारत सरकार द्वारा अपनी प्रासांगिक अधिसूचना दि. 03.12.2007 के जरिये सम्प्रेषित निर्देश/विवाद को इसी अनुरूप उत्तरित किया जाता है कि वर्णित रेफरेंस आदेश में किसी दिनांक का अंकन नहीं होने से तथा स्टेटमेंट ऑफ क्लेम में अंकित तिथियों को न्यायाधिकरण आधार मानकर निर्णय पारित नहीं कर सकता है क्योंकि इस रेफरेंस आदेश में अधिनिर्णय पारित किया जाना शून्य एवं क्षेत्राधिकार के

अभाव का होगा। पक्षकार यदि समुचित सरकार से प्रार्थी श्रमिकों की भर्ती दिनांक एवं अस्थायी दर्जा मांगने की दिनांक बाबत रेफ्रेन्स आदेश में संशोधन करवाकर पेश करें तो प्रकरण में विधि अनुसार निस्तारण की कार्यवाही की जा सकेगी।

संदीप कुमार शर्मा, न्यायाधीश

औद्योगिक न्यायाधिकरण(केन्द्रीय),कोटा(राज.)

अधिनिर्णय आज दिनांक 21.01.2025 को खुले न्यायाधिकरण में सुनाया जाकर हस्ताक्षरित किया गया जिसे नियमानुसार समुचित सरकार को प्रकाशनार्थ भिजवाया जावे।

नई दिल्ली, 16 मई, 2025

का.आ. 824.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर मध्य रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (56/2022) प्रकाशित करती है।

[सं. एल - 41011/61/2022-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 16th May, 2025

S.O. 824.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 56/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of North Central Railway and their workmen.

[No. L-41011/61/2022- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/56/2022

Present: P.K.Srivastava

H.J.S.(Retd.)

The General Secretary,

Rastriya Chathurth Shreni Rail Mazdoor Congress,

29 A, Kabeer Nagar, Dayalbagh,

Agra U.P. - 282005

Workman

Versus

The Divisional Railway Manager,

North Central Railway,

Jhansi - 284128

Management

AWARD

(Passed on this 28th day of April-2025.)

As per letter dated 14/12/2022 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number **L-41011/61/2022 (IR(B-I))** dt. 14/12/2022. The dispute under reference related to :-

“क्या कर्मकार/ आवेदक श्री गफफार खाँ पुत्र श्री बाबू खाँ, को उत्तर मध्य रेल्वे, झाँसी द्वारा एक ही कथित दुराचरण के लिए विधि के विपरीत एक से अधिक दण्ड आदेश दिया जाना न्यायोचित है? यदि नहीं तो कर्मकार / आवेदक किस अनुतोष को पाने का हकदार है ? ”

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of the allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of the workman not proved, the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P.K. SRIVASTAVA, Presiding Officer

DATE: 28/04/2025

नई दिल्ली, 16 मई, 2025

का.आ. 825.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (29/2021-22) प्रकाशित करती है।

[सं. एल - 41011/29/2022- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 16th May, 2025

S.O. 825.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.29/2021-22) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Central Railway their workmen.

[No. L-41011/29/2022- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/29/2021-22

Date: 13.05.2025.

Party No.1:

1. The Divisional Railway Manager,
Central Railway, Kingsway, Station
Road, Nagpur – 440011.
2. M/s Anand L Temburne,
Railway Contractor, 283, Sidharth
Nagar, Teka Naka, Nagpur – 440017.

V/s.

Party No.2:

The District President, Shiv Sena Bhartiya
Kamgar Sangthana, HO – Plot No. 405,
Ganesh Nagar, Sangam Adlabs Road,
Nagpur – 440026.

AWARD(Dated: 13th May, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of M/s Anand L Tembhurne, Railway Contractor, and their workman Shri. Rohit Zakrel, for adjudication, as per letter No. L-41011/29/2022 (IR(B-I)) dated 03.03.2022, with the following schedule:-

"Whether the demand of the Shiv Sena Bhartiya Kamgar Sangathana to reinstate the services of Shri Rohit Zakrel, Safai Karamchari, terminated by the management of M/s Anand L Tembhurne, Railway Contractor, working under the principal employer Divisional Railway Manager, Central Railways, Nagpur is legal and justified? If yes, what relief the workman is entitled to?"

2. Case is called out. Learned Counsel for the respondent no. 1/ Central Railway, Shri R.W. Pachbudhe is present before the Court but despite service of notices, petitioner as well as respondent no. 2 are not present before the Court. No statement of claim and written statement have been filed by the parties respectively till today. Petitioner has not filed any evidence to establish his case. Petitioner is not coming to the Court since very beginning of the case. It appears that petitioner is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The demand of the Shiv Sena Bhartiya Kamgar Sangathana to reinstate the services of Shri Rohit Zakrel, Safai Karamchari, terminated by the management of M/s Anand L Tembhurne, Railway Contractor, working under the principal employer Divisional Railway Manager, Central Railways, Nagpur is illegal and unjustified. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 16 मई, 2025

का.आ. 826.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़- I** के पंचाट (01/2021) प्रकाशित करती है।

[सं. एल - 12025/01/2025- आई आर (बी-1)-62]

सलोनी, उप निदेशक

New Delhi, the 16th May, 2025

S.O. 826.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 01/2021) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[No. L-12025/01/2025- IR(B-I)-62]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.****Presiding Officer: Sh. Brajesh Kumar Gautam.**

ID No.01/2021

Registered On:-09.04.2021

Abhishek S/o Sh. Pappu R/o H.No.6613, Sector 56, Palsaura, Chandigarh-160055.

.....Workman

Versus

The Assistant General Manager, Circle Office, Canara Bank, Plot No.1, Sector 34-A, Chandigarh.

.....Respondent

Award**Passed On:-05.05.2025**

1. The workman Sh. Abhishek has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for filing replication by Workman but workman is not responding from several dates which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long i.e. from 29.01.2024 till 05.05.2025 and nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of the case. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 16 मई, 2025

का.आ. 827.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़- I** के पंचाट (16/2016) प्रकाशित करती है।

[सं. एल - 12012/45/2016- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 16th May, 2025

S.O. 827.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 16/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of **Union Bank of India** and their workmen.

[No. L-12012/45/2016- IR(B-II)]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.****Presiding Officer: Sh. Brajesh Kumar Gautam, H.J.S.****ID No.16/2016****Registered on 22.08.2016**

Dinesh Kumar S/o Sh. Satyabir, Peon, R/o VPO Kharak Kalan, Tehsil & Distt. Bhiwani, Haryana.

.....Claimant/Workman

Versus

1. The Regional Manager, Union Bank of India, 1st Floor, Asa Ram Market, Model Town Karnal, Haryana.
2. The Branch Manager, Union Bank of India, Main Branch, Jhajjar Road, Rohtak (Haryana).

.....Opposite party/Management

Sh. S.C. Gupta learned AR for Workman

Sh. Jai Pal Singh learned AR for Management

Judgment reserved on 28th April, 2025

Judgment Pronounced on 05th May, 2025

JUDGMENT/ AWARD

1. Instant Industrial Dispute has been registered for adjudication on the basis of a Reference vide Notification No. L-12012/45/2016-IR(B-II) dated 27.07.2016 under clause (d) of Sub-Section (1) sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter called the Act), of the Ministry of Labour- Government of India which is as follows:-

“Whether the action of the management of Union Bank of India, Rohtak in terminating the service of the workman Sh. Dinesh Kumar S/o Satyabir w.e.f. 02.02.2015 is legal and justified? If, not then what relief the workman is entitled to and from which date?”

2. **The case of Workman/ Petitioner-** According to case of the workman he was engaged on daily wages basis on 16.04.2012 in the main Branch UBI Jhajjar by the Respondent-management and used to do manual work of Class IV employees. The workman used to work from opening of the office to the closing hours of the bank and was used to be paid through Multi city of cheque on monthly basis by the bank and as a casual daily wage basis at the end of the month. According to claimant the original record of payment is with the management bank however Photostat copies of payment through cheques duly signed by the workman on the back side of the cheque for the period from December 2013 paid in January 2014 to 2nd February, 2015 has been filed alongwith the claim petition. The work and conduct of workman was satisfactory as there was on complaint against him. It is alleged that on 02.02.2015 the Branch Manager orally terminated services of the workman and directed him not to come on duty against the provisions of Industrial Dispute Act, 1947. According to case of workman he continuously worked with the bank from the date of his engagement i.e. 16.04.2012 till 02.02.2015 when he was stopped to perform his duty and this way the workman has already completed more than 240 days of service immediately preceding the date of his illegal arbitrary termination of services. It is further said that the management has violated the mandatory provision of 25 F and 25 N as no retrenchment compensation was given to the workman. It is also said that the workman was not served one month notice or pay in lieu of notice at the time of illegal and arbitrary termination. According to claim of workman he is not employed anywhere since the date of his termination and it has been prayed that the workman may kindly be reinstated with full back wages and service benefits.

3. **The case of Management-** In response to the notices issued the management appeared and contested the claim of workman Sh. Dinesh Kumar by filing its reply/ written statement against the claim petition. Preliminary objections have been raised by the management by stating that filing claim petition under Industrial Dispute Act is an abuse of process of law as the workman had not approached the Tribunal with clean hands and has created a false and concocted story in order to seek relief. The contents and statements made in the claim petition are denied by the management in its written reply. It has been specifically stated by the management that at no point of time workman Dinesh Kumar was appointed with the bank and only because the Branch Manager had taken services of workman on casual basis it does not entitle him to claim employment in the bank. It is further stated by respondent management that the workman was engaged by and was working for the Branch Manager (the Respondent No.2) in his personal capacity and he was paid out of petty cash on day to day basis and such type of work cannot be termed that workman was recruited by Bank through the selection procedure prescribed by the bank, the services of the workman was never used regularly and his name was not entered in muster roll of the Branch which is meant for the regular employees of the bank. The workman was not issued any appointment letter. It is denied that the workman was appointed as regular/ ad-hoc/ contractual basis. It is further said that the workman was engaged by respondent No.2 not by the bank and as such the bank has no supervision on the workman. Branch Manager is not a competent authority nor authorized to make any recruitment in any cadre of the bank. According to further case of management the claimant is claiming a back door entry disregarding rules and regulations which is not permissible and violation of Article 16 of the Constitution. According to case of management since there has been no appointment at any point of time and therefore there was no question of any termination at all. The engagement of claimant was infact on a purely personal capacity for performing the work of a Branch Manager and the Branch Manager has been compensating the claimant through expenditure account of the Branch using his discretionary power and therefore the claim cannot be termed as Industrial Dispute within the meaning of Industrial Dispute. It has also been denied that the workman has worked for continuous period of 240 days. Therefore, according to the reply of management the claim and prayer made in the claim statement by workman is liable to be dismissed with cost.

4. Issue:- The issue to be determined in the present case is in terms of reference as is received from Government of India, Ministry of Labour as follows:

“Whether the action of the management of Union Bank of India, Rohtak in terminating the service of the workman Sh. Dinesh Kumar S/o Satyabir w.e.f. 02.02.2015 is legal and justified? If, not then what relief the workman is entitled to and from which date.”

5. During hearing of the case the workman Dinesh Kumar himself has got examined as Witness No.1 and during his evidence certain documents were brought on record and were marked as Exhibits as follows:.

Sr. No.	Particulars	Annexure/ Exhibit
1.	Copies of cheques making payment (14 Pages)	Ex. W-1
2.	Copies of Payment Vouchers and Cheques (24 Pages)	Ex. W-2

6. On behalf of Respondent- Management one witness namely Jai Sangwan got examined as Management Witness No.1 and during his evidence certain documents were brought on record and were marked as Exhibits as follows:

Sr. No.	Particulars	Annexure/ Exhibit
1.	Copy of Power of Attorney	Ex. R-1

7. **Arguments of Parties:** Heard Ld. AR (Counsel) for the workman and perused written submission filed on behalf of for Management. According to Ld. Counsel for the workman, the workman was engaged as Class-IV Employee since 16.04.2012 and without any rhyme and reason his services have been terminated by the opposite party w.e.f. 02.02.2015 in support of the case of workman according to Ld. Counsel there are documentary evidence which are photocopies of cheques through which payment of workman has been made and vouchers have also been used for paying the wages of the workman and these documents has been brought on the record. According to Ld. Counsel in the cheques and vouchers the workman has been referred as casual worker and various cheques of different dates also show that the payment through cheque has been made against the due salary and therefore, the workman case is clearly proved that without any compensatory payment or without any notice to workman before terminating his services he has been wrongly terminated from the service. The Ld. Counsel has prayed that the reference sent by Government of India, Ministry of Labour/ Shram Mantralaya may be accepted and be decided in favour of workman declaring that termination of service of workman Dinesh Kumar is illegal, unjustified and in violation of provisions contained in Industrial Disputes Act. It is also urged that workman may be reinstated in the service with full back wages and all service benefits. Ld. Counsel for workman has placed his reliance on the Judgment of Hon'ble High Court of Himachal Pradesh in LPA No.258/2012 titled as *State Bank of India Versus Pooja* and a decision of CGIT-cum-LC-II, Chandigarh in a similar matter *ID No.03/2017 titled as Jaspal Singh Versus Dena Bank*.

8. It may be pointed out that on the date fixed for argument none had turned up to argue the case on behalf of for Management but soon after closing the proceeding of that particular date (28.04.2025) the Ld. Counsel for Management Sh. Jaipal Singh had appeared before the Court and filed several Judgments and submitted that what is mentioned in his written submissions may be treated as oral arguments on behalf of management. As per the written submission of management the case filed by workman is an abuse of process of law and workman could not prove that he was infact employer and appointed by the bank. According to written submission the workman has admitted himself in his evidence that he was not appointed by respondent bank. It is submitted that the claim that he was working as Class IV Employee is totally without any documentary proof. It is also argued that only because services of workman was utilized by respondent No.2 (Branch-Manager) on the casual basis, the workman has no right to claim employment. It is submitted in written argument by the management that the workman was engaged and working for the respondent No.2 (Branch Manager) in his personal capacity and the claimant workman was paid out of petty cash on day to day basis and such type of work can in no manner be termed as appointment of Sh. Dinesh Kumar on the rolls of Bank. He was never recruited by the bank through any selection procedure. According to the written submission of management in absence of any appointment there cannot be a termination and therefore the workman claim of illegal termination does not exist. In the written submission reliance has been placed on a Judgment of Hon'ble Jharkhand High Court in a case i.e. *LPA No.615/2015* titled as *Rameshwar Kumar Versus State of Jharkhand* wherein it has been held that appellant in that case could not establish the fact that he was regularly appointed worker and therefore, relationship of employer employee was not established that was a back door entry which was absolutely illegal. No Public appointment can be given unless there is advertisement and application and unless others are permitted to compete for post. In the written submission two other Judgments are also cited on behalf of management one being Hon'ble Jharkhand High Court decision in *LPA No.228/2011* titled as *Sintu Poddar Versus State of Jharkhand* and Delhi High Court decision in *CWP No.3705 of 1999 Ajay Kumar Versus Government of NCT*. Finally in the written submission of management it has been submitted that the workman never recruited by the bank

through prescribed procedure, his service was never regularized, his name was never entered in the Muster Roll and he was never issued any appointment letter or offer letter to work in the bank and therefore the relief prayed by workman cannot be granted and the claim is merit less and same may be dismissed.

9. It has been submitted by the Ld. Counsel for the claimant-workman.

FINDINGS

10. It is admitted fact by the respondent Bank Management in the written statement of the reply to the claim that the workman Dinesh Kumar had worked with the bank although his services were taken on the casual basis by the Branch Manager of the Bank who is respondent No.2 in the present proceeding. Let us examine what are the documentary evidence in support of the claim petition. It is true that neither any appointment letter nor any written termination letter has been produced in the present case by the workman. In the evidence workman Dinesh Kumar has reiterated the contentions and facts raised by him in his claim petition and has brought on the record several copies of Cheques of different dates on the record and also several cash-vouchers through which payment to Dinesh Kumar has been made from time to time. One may notice by seeing these copies of cheques/ cash vouchers/ debit forms that 'casual workers salary' is mentioned in all these cheques/ cash vouchers/ debit forms which have endorsement of Dinesh Ram the claimant. The details of payment through Cheques/ Cash Voucher may be arranged in a Tabular form as follows:

Sr. No.	Cheques/ Cash Voucher No.	Date	Amount
1.	804281	04.01.2014	Rs.5,076/-
2.	828259	13.02.2014	Rs.6,200/-
3.	828299	08.08.2014	Rs.4,900/-
4.	767546	04.04.2014	Rs.6,100/-
5.	1887403	05.05.2014	Rs.6000/-
6.	1887471	02.06.2014	Rs.5,250/-
7.	1887331	02.07.2014	Rs.5,500/-
8.	1887714	04.08.2014	Rs.5,600/-
9.	2069037	30.09.2014	Rs.5,600/-
10.	1887776	02.09.2014	Rs.5,600/-
11.	2069109	01.11.2014	Rs.5,600/-
12.	2069189	05.12.2014	Rs.5,600/-
13.	1887678	06.01.2015	Rs.5000/-
14.	8805000	02.01.2015	Rs.5,600/-
15.	001951	02.02.2013	Rs.4,725/-
16.	001709	21.03.2013	Rs.4,200/-
17.	815139	13.04.2013	Rs.4,900/-
18.	815164	01.05.2013	Rs.4,550/-
19.	1888633	June 2013	Rs.5,425/-
20.	1888680	03.07.2013	Rs.5,225/-
21.	014489	08.08.2013	Rs.5,425/-
22.	1888501	13.01.2013	Rs.4,725/-

11. Another set of vouchers which are brought on the record as Annexure W-2 are also documentary evidence in support of workman to show that he has been paid expenses for attending out of office duties for official purposes through various vouchers. In these vouchers it has been clearly mentioned the nature of work for which services of workman Dinesh Kumar was utilized. These vouchers can again be summarized in a Tabular Form as follows:

Sr. No.	Voucher Date	Amount
1.	16.04.2012	Rs.50/-
2.	16.04.2012	Rs.50/-
3.	01.05.2012	Rs.50/-
4.	04.05.2012	Rs.50/-
5.	23.05.2012	Rs.50/-
6.	25.05.2012	Rs.50/-
7.	12.06.2012	Rs.50/-
8.	11.06.2012	Rs.50/-
9.	13.06.2012	Rs.50/-
10.	13.06.2012	Rs.10/-
11.	16.08.2012	Rs.50/-
12.	14.06.2012	Rs.50/-
13.	23.08.2012	Rs.50/-
14.	18.08.2012	Rs.50/-
15.	03.07.2012	Rs.50/-
16.	30.06.2012	Rs.50/-
17.	16.04.2012	Rs.50/-
18.	04.07.2012	Rs.50/-
19.	24.08.2012	Rs.50/-
20.	22.08.2012	Rs.50/-
21.	03.09.2012	Rs.50/-
22.	31.08.2012	Rs.50/-
23.	07.09.2012	Rs.50/-
24.	06.09.2012	Rs.50/-
25.	13.09.2012	Rs.50/-
26.	10.09.2012	Rs.50/-
27.	18.09.2012	Rs.50/-
28.	14.09.2012	Rs.50/-

12. It is true that in the cross examination the workman had admitted that he was not engaged through employment exchange and he was appointed by the Bank Manager of the Branch at Jhajjar Road, Rohtak. No appointment letter was given to him but at the same time the workman has reiterated in his evidence that he worked continuously with the bank. Against the above noted documentary evidence of payment of regular wages from the bank, the management could not brought on record any document as to how these payments have been made from the Bank Account if workman was not a casual bank employee. So far as a plea of management that neither the workman was employed by the bank nor he was terminated is concerned it appears that the management is trying to blow hot and cold in same breath. In the written reply and in the evidence the management has accepted that services of workman Dinesh Kumar was utilized by the Branch Manager of the Bank but in personal capacity. If this was so how it was possible for Branch Manager to pay from the bank account if a person was engaged in personal capacity. Meaning thereby the management is concealing some important facts. So far as issuance of any appointment letter and termination letter is concerned it is an admitted fact that the workman has worked with bank and it is clear from documents brought on record that he has been paid regularly as a casual worker through cheque or sometimes through payment vouchers and these documents are therefore very much clear that workman Dinesh Kumar was working as casual worker with the bank and he had served the bank for more than 240 days. Those vouchers which show a very

small payment of Rs.10 or 50/- on different dates are also indicative of the fact that Dinesh Kumar was engaged in banks official work out of the Bank as well and this clearly indicates that services of Dinesh Kumar being utilized for official purpose by the Bank.

13. The term workman has been defined in the Industrial Dispute Act in Section 2 (s) as follows:

“workman” means any person (including an apprentice) employed in any Industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for higher or reward, whether the terms of employment be expressed or employed and for the purpose of any proceeding of this Act in relation to Industrial Dispute includes any such person who has been dismissed, discharged or retrenched in connection with or as consequence of that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- i. Xxx xxx (not relevant)
- ii. Xxx xxx (not relevant)
- iii. Xxx xxx (not relevant)
- iv. Xxx xxx (not relevant)

14. The opposite party is a Public Sector Bank and therefore is an Industry is not in dispute and that because of termination of services the present Industrial Dispute has been referred by the Labour Ministry. In this connection, reference can be made to the decision of Devinder Singh Versus Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, wherein, the Hon'ble Apex Court while interpreting the provisions of Section 2(s) of the Act which deals with the definition of “workman” has observed as follows:-

“The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plan language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman”.

It is clear from aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that situation such a person would be covered by the definition of “workman” as given in Section 2(s) of the Act.

15. The version of the claimant workman that the services were terminated on 02.02.2015 without any notice or any compensation paid to him remained unchallenged and unrebutted in as much as the management neither could plead against this contention nor any evidence contrary to this fact has been brought on the record. Although it has been stand of the bank management that neither any appointment was given to the claimant nor there was any question of termination of his service. As per provision contained in Section 25 F of the Industrial Dispute Act, no workman employed in any Industry who has been in continuous service for not less than one year under the employer shall be retrenched unless he has been given one month notice in writing or the workman has been paid in lieu of such notice wages for the period of the notice. In the present case the workman has been orally prevented to perform his duties since 02.02.2015 is clear termination, although no written termination order has been given to the workman/ claimant. The management witness in his evidence could not dispute the documentary evidence which are proof of payment of wages through various cheques and cash vouchers, although it is stated by the management witness that these payments are made through petty cash payment. I do not agree with the such statement of management witness that payment of more than Rs.4000/- on different dates in year 2013 and payment of more than Rs.5000/- and sometimes above Rs.6000/- in year 2014 on regular basis through cheques and payment vouchers could be said only petty payments and therefore the stand taken by the bank that workman Dinesh Kumar was personal engagement of the Branch Manager for his personal work purpose cannot be accepted. The bank being a Public Sector undertaking was expected to bring on record true and correct facts, the stand of the bank that claimant/ workman was not its employee and having been deployed casually by the Branch Manager in his personal capacity is belied by the documentary record of payment of wages through cash vouchers and cheques as referred hereinabove. In the present case the workman has been able to prove that he had worked continuously on daily wages basis from the period 16.04.2012 till he was prevented to stop the work on 02.02.2015 by oral termination of the services. Considering the incorrect stand taken by the bank it can be concluded that the workman claimant has been a victim of unfair labour practice applied by the bank. The Hon'ble Supreme Court in case of Anoop Sharma Versus Executive Engineer Public Health Division No.1 Panipat reported in 2010(3) SCT 318 has held that provisions of Section 25-F are mandatory and non-compliance thereof rendered the infringement of an employee as nullity. Similar view were taken by the Hon'ble High Court in 2010 (1) Law Herald (SC) 592 in the case of Ramesh Kumar Versus State of Haryana. In which it is held that “workman worked for 3 years and termination of his services in violation of compliance of provisions of Section 25-F so workman was held entitled to claim relief.” In a judgment of Haryana Agricultural University Versus Presiding Officer, Industrial Tribunal-cum-Labour Court and another 2011 LLR 1218, wherein it

has been held that “Termination of services of an employee who has completed 240 days continuous service without payment of retrenchment compensation simultaneously at the time of termination by complying with the provisions of Section 25-F, may attract reinstatement that too with full wages, continuity of service and consequential benefits”. Therefore, I find force in the claim of workman.

16. In the light of discussion made hereinabove and in the facts and circumstances of the present case the present reference No. 12012/45/2016-IR(B-II) dated 27.07.2016 is decided in favor of workman-claimant and it is held that the action of management of Union Bank of India, Rohtak in orally terminating the service of workman Sh. Dinesh Kumar w.e.f. 02.02.2015 is illegal, unjustified and against the provisions of Industrial Dispute Act. The claimant-workman is entitled for reinstatement in the same capacity as he was working before his termination. The workman is further entitled for back wages from the date of his illegal termination.

17. It is therefore-

ORDERED

That the present ID No.16/2016 titled as Dinesh Kumar Versus Union Bank of India arising out of reference 12012/45/2016-IR(B-II) dated 27.07.2016 is decided in favor of workman-claimant and it is held that the action of management of Union Bank of India, Rohtak in orally terminating the service of workman Sh. Dinesh Kumar w.e.f. 02.02.2015 is illegal, unjustified and against the provisions of Industrial Dispute Act. The claimant-workman is entitled for reinstatement in the same capacity as he was working before his termination. The workman is further entitled for back wages from the date of his illegal termination.

18. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

Dated: 05.05.2025

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 16 मई, 2025

का.आ. 828.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (23/2015) प्रकाशित करती है।

[सं. एल - 12012/78/2014- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 16th May, 2025

S.O. 828.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 23/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen.

[No. L-12012/78/2014- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/23/2015

Present: P.K.Srivastava

H.J.S.(Retd.)

Jagat Singh Sisodia

S/o. Shri Harisingh Sisodia

B-82, Samta Parisar, Omkara Road,

Ratlam (M.P.) (Dead, represented by

L'rs Smt. Uma Bai, Wife)

Workman

Versus**Zonal Manager****Indian Bank, Zonal Office****83, M.P. Nagar, Bhopal.****Management****AWARD****(Passed on this 21st day of April-2025.)**

As per letter dated 17/02/2015 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number **L-12012/78/2014 IR(B-II)** dt. 17/02/2015. The dispute under reference related to :-

“Whether the action of the management of Indian Bank in terminating the services of workman Shri Jagat Singh Sisodia w.e.f. 17.05.2012 is justified ? What relief the workman is entitled to ?”

After registering the case on reference received, notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

According to the workman, he was first appointed as Peon on daily wages in the Ratlam Branch of the Bank in 1999 and was paid his wages on vouchers maintained by the Bank. He continuously worked till 17.05.2012 when his services were illegally terminated without notice or compensation by management. He used to work and perform works of regular nature. According to him, this action of the management Bank is in violation of Section 25-F, 25-G, 25-H and 25-N of the Act and is unjust, illegal and arbitrary. The workman has prayed his reinstatement with back wages and benefits.

Management has taken a case that, the workman was never employed by them following any recruitment procedure against any sanctioned vacancy. Even assuming that he was engaged on daily basis, he is not entitled to be termed as workman as defined in the Act, hence no question of termination of his services. Management has requested that the reference be answered against the workman.

In evidence, the workman filed his affidavit as his examination in chief. He has been cross examined by management. Management has filed affidavit of its witness as his examination in chief. He also has been cross examined by workman side. No documentary evidence has been produced by any of the parties. None appeared for argument, hence the case was fixed for award. Management has filed written arguments through their Counsel.

It is also to be mentioned here that the workman died during pendency of the reference and is represented by his legal representative.

I have gone through the record.

The burden to prove the fact that, he worked continuously with the management is on the workman. He could have filed copies of payment vouchers or have got them summoned from the custody of the management which he did not do. Hence, only his statement on oath that to management witness has also controverted the case of workman in their statement on oath will not be sufficient to record a finding that the workman succeeded in proving his continuous engagement as a daily wagger from 1999 to 17.05.2012 as claimed by him. Hence, holding the case of the workman not proved, the reference deserves to be answered against the workman.

ORDER

Holding the action of management of Indian Bank in terminating the services of workman Shri Jagat Singh Sisodia w.e.f. 17.05.2012 just, legal and proper, the workman is held entitled to no relief.

No order as to cost.

DATE: 21/04/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 मई, 2025

का.आ. 829.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (07/2017) प्रकाशित करती है।

[सं. एल - 39025/01/2025- आई आर (बी-II)-10]

सलोनी, उप निदेशक

New Delhi, the 16th May, 2025

S.O. 829.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.07/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen.

[No. L-39025/01/2025- IR(B-II)-10]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/07/ 2017

Present: P.K.Srivastava

H.J.S.(Retd.)

Priyesh Swamy, Clerk,

Bank of India,

Datouda Branch (8842),

Indore District (MP)

Through: General Secretary,

Nationalized Bank Employees' Union,

K.Ka.F-1, Tripti Vihar, Ujjain (MP)

Workman

Vs

The Chairman / Managing Director

Bank of India, Head Office,

Bandra Kurla (East) Complex,

Mumbai-51

Management

(JUDGMENT)

(Passed on this 30th day of April - 2025)

The workman has filed this petition under Section 2A (10) (2&3) of the Industrial Disputes Act, 1947, hereinafter referred by the word 'Act', challenging the termination of his services by way of punishment vide its order dated 21.11.2005, and dismissal of appeal against the order.

Case of the petitioner is mainly that, he was first appointed with the Bank on 14.09.2012 and was posted as Head Cashier when he was issued a charge sheet by Management Bank with a allegation that on 29.01.2014, he received Rs. 25,000/- from an account holder of the Bank Ishwar Ben, to deposit the said amount in his **Saving Account No. 882410110002814** and issued a deposit counter slip under his seal and signature to the Account holder, but did not deposit the amount, and kept the amount with him. An enquiry was conducted against him in violation of principles of Natural Justice and established procedure in this respect. He was not allowed opportunity to cross examine the witness also not allowed to lead defense in the enquiry. The Enquiry Officer wrongly held him guilty of the charge and a Disciplinary Authority wrongly awarded punishment of termination of his services which is disproportionate to the charge proved.

Case of the Management is that, while posted as Head Cashier in Dadota Branch, the petitioner had received an amount of Rs. 25,000/- on 29.10.2014 to deposit with the account of the Account Holder Ishwar Genda Lal and issued counter file under his seal and signature to the account holder. He did not credit the amount in the account and misappropriated it. The Account Holder filed a complaint on 30.12.2014 which was forwarded to the Zonal Manager. It was found during the Preliminary enquiry that, the petitioner had received the amount and issued counter file under his seal and signature but it not credited the amount with the Bank, and had misappropriated it. He had also destroyed/ deleted the corresponding voucher and also deleted the Transaction from the system. He was issued a show cause by Bank on 31.03.2015. He submitted his explanation on 17.04.2025 admitted his guilt and

sought pardon. Management decided to conduct an enquiry. A charge of misconduct was leveled against him on 07.09.2015 with an allegation of gross misconduct under Clause 5(j) of the Bipartite Settlement dated 10.04.2002. An enquiry conducted in which the petitioner appeared on 13.10.2015 and admitted the charges, unconditionally. He was held guilty for the misconduct. After an enquiry and after issuing show cause notice, he was punished for the misconduct.

Following Issues were framed on the basis of pleadings vide order dated 11.05.2022 :-

Whether the Departmental enquiry conducted against the Workman is just, legal and arbitrary?

Petitioner did not file any affidavit on these issues. He filed photocopy enquiry documents, admitted by management. The Management also filed and proved enquiry documents.

Preliminary issue was decided vide order dated 10.10.2022 holding the Departmental enquiry legal and proper. This order is part of this judgment.

Following Additional Issues were framed thereafter :-

1. *Whether the charges are proved?*
2. *Whether the punishment is proportionate to the charge proved?*

None of the parties adduced any evidence on these issues

At the stage of the argument also, the petitioner did not appear, hence argument of Mr. Neeraj Kewat for Management have been heard by me. Management has filed written arguments also which are part of record. I have gone through the Written Argument as well.

As regards the issue whether the charges are proved from the enquiry papers, perusal of enquiry papers shows that the relevant documents in form of the deposit slips have been proved during the enquiry. The Petitioner himself examined as a defense witness. He admitted issue of the deposit slip and also the sign showed of transaction Id which was deleted by using his User ID in the system with respect to deposit of the amount, on the other hand the prosecution has examined its witness who have supported the charge, hence, the finding of the enquiry officer and the charges proved cannot be held to be have been recorded perversely.

As regards, the issue regarding proportionality of punishment, the misconduct proved is an Act of moral turpitude, it is directly linked with honesty and integrity of the petitioner as a employee which are the core values of a Banker. Hence, in its circumstances the punishment also cannot be held to be disproportionate to the charges proved.

On the basis of above discussion and findings, the petitioner lacks merits and is liable to be dismissed.

ORDER

Petition dismissed.

No order as to cost.

DATE:- 30/04/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 मई, 2025

का.आ. 830.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओरिएण्टल बैंक ऑफ कॉमर्स के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (04/2012) प्रकाशित करती है।

[सं. एल - 12012/45/2011-आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 16th May, 2025

S.O. 830.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Oriental Bank of Commerce and their workmen

[No. L-12012/45/2011- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/04/2012Present: P.K.SrivastavaH.J.S.(Retd.)

Shri Mahesh Kumar Ghawri
S/o Late Shri Mangilal,
R/o H.No.12, Sharma Colony,
Kumharpura,
BHOPAL(M.P.)

Workman

Vs

Dy. General Manager,
Oriental Bank of Commerce,
Regional Office, Pragati Bhawan,
India Press Complex,
BHOPAL(M.P.)

Management

(JUDGMENT)(Passed on this 02nd day of May - 2025)

As per letter dated 30/11/2011 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12012/45/2011 (IR(B-II)) dt. 30/11/2011. The dispute under reference relates to:

“Whether the action of the management of Oriental Bank of Commerce in terminating the services of Shri Mahesh Kumar Ghawri by issuing a publication in Dainik Bhaskar newspaper on 17/01/2010 is just, fair and legal? What relief the workman is entitled to?”

Case of the Workman is mainly that he was appointed in 1998, as a Peon in the Vidhisa Branch of the Bank on compassionate basis and worked there to the full satisfaction of his seniors. He could not attend his work due to accident and serious illness about which he had duly informed Management in writing as well orally but the Management terminated his services without any enquiry or issuing any charge sheet in this respect in the year 2010, though he was a permanent employee of the Bank and had been in regular service of the Bank for more than 12 years.

According to the Workman, this action of Management is unjust, illegal and arbitrary. He raised a dispute in this respect after failure of conciliation; the dispute was referred to this Tribunal. He has prayed that holding the termination of his services by Bank against law, he be held entitled to be reinstated with back wages and benefits.

Case of the management is that, the Workman joined on 01.09.1998 and preceded on leave without informing Bank in October, 1998, he was sent notice a well letters and telegraphic messages advising him to join his workplace. He came back on 21.07.2001 after absence of 428 days, and presumed his Work. He was transferred to Vidhisa and joined their on 04.09.2001. He absented himself unauthorizedly their and was issued notice on 10.07.2004 in the light of Para 5(P) of the Bipartite settlement dated 10.04.2002. He submitted his reply which was found insufficient and was awarded minor punishment after a Departmental Enquiry vide order dated 27.04.2005. He did not improve himself and absented himself unauthorizedly from 07.05.2005 to 23.09.2006 for a period of 365 days, he was again sent a notice and letters advising him to join his job, but he did not turned up. Beside this, he further remained absent from 01.07.2008 to 03.08.2009. He was issued a notice under Clause 32 (I & II) of Voluntary Cessation of work under Bipartite settlement dated 02.06.2005, to report on his workplace. He reported on 01.09.2009 and assured the Management that he will not repeat it further. According to Management, the Workman again absented himself from his workplace without any notice or information to Management or without any leave sanctioned for a period of 03.10.2009 to 06.10.2009 and 12.10.2009 till date. He was issued a notice again advising him to join and report to its workplace on date 16.11.2009 but he did not report thereafter. A notice dated 14.01.2010 was issued to him on his Workplace, also published in newspaper asking him to report on his Workplace and if he did not report, then assuming that he has absounded the services, his name will be struck after from the Rules. He did not reported bank, hence, his name was struck off the records under Clause 32 (I & II) of the Bipartite settlement dated 02.06.2005.

Following issues were framed by my Learned Predecessor vide his order dated 18.04.2016.

1. *Whether the Management established that the services of the Workman are terminated as per Para 32 (1 & 2) of Bipartite settlement dated 02.06.2005 for unauthorized absence?*
2. *Whether the termination of services of the Workman by issuing an application on 14.01.2010 is legal?*
3. *If so, what relief the Workman is entitled to?*

In evidence, the Workman filed his affidavit as his examination in chief, he was cross-examined by Management.

Management has filed affidavit of its witness Rama Chandrashekhar as his examination in chief. He has been cross-examined by Workman side. Management has filed Bank certified statement of his salary bill and attendance register which have been collectively marked Exhibits. Management also has filed and has proved Bank certified notice dated 10.07.2004, 03.11.2004, 03.02.2005, 16.11.2009, 04.03.2010, publication notice dated 07.03.2010 and report of enquiry and has proved it.

None was present at the time of argument. No, written argument was filed by any of the parties. I have gone through the record.

Issue No. 1 –

From the perusal of Bank certified copy of Attendance Register for the period establishes the fact that, the Workman was not present in the office during period mentioned in the charge. Management witness has stated that, registered notice was sent to the Workman on his address with respect to the charge and also was published in newspaper having circulation. The copy of the newspaper page has been filed and proved. Hence, the fact that, the Workman permanent absent from his workplace is established from above referred evidence. Now the burden is on the Workman to show that his absence was not wilful or not authorized. There is no document in this respect indicating reasons of his absence. In his statement, he has stated, he could not attend his office due to accident and illness. There is nothing in his statement that, he had submitted any document before the Management in this respect explaining his absence. He further stated in his cross-examination that, he had received notice in November 2009, and also came to know about the publication of notice in the newspaper and he went there in the office of Management, but there is no documentary evidence or any other evidence to corroborate his this claim. Hence, on the basis of above discussion, Issue No. 1 is answered against the Workman holding that Management has successfully proved unauthorized absence of the Workman for the period as mentioned.

Issue No. 2 –

Para 32 (I & II) of the Bipartite Settlement of 2005 is being reproduced as follows:

32. Voluntary Cessation of Employment

(i) When an employee absents himself from work for a period of 90 or more consecutive days without prior sanction from the Competent Authority or beyond the period of leave sanctioned originally including any extension thereof or when there is satisfactory evidence that he has taken up employment in India or outside, the management at any time thereafter may give a notice to the employee at his last known address as recorded with the Bank calling upon him to report for work within 30 days of the date of notice. Unless the employee reports for work within 30 days of the notice or gives an explanation for his absence within the period of 30 days satisfying the management inter alia that he has not taken up another employment or avocation, the employee shall be given a further notice to report for work within 30 days of the notice failing which the employee will be deemed to have voluntarily vacated his employment on the expiry of the said notice and advised accordingly by registered post. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for work thereafter within 30 days from the date of expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules/conditions of service. If the employee fails to report for work within this 30 days period, then he shall be given a final notice to report for work within 30 days of this notice failing which the employee will be deemed to have voluntarily vacated his employment on the expiry of the said notice and advised accordingly by registered post. 27 Indian Banks" Association

(ii) If an employee again absents himself for the second time within a period of 30 days without submitting any application and obtaining sanction thereof, after reporting for duty in response to the first notice given after 90 days" of absence or within the 30 days" period granted to him for reporting to work on his submitting a satisfactory reply to the first notice, a further notice shall be given after 30 days of such absence giving him 30 days" time to report. If he fails to report for work or reports for work in response to the notice but absents himself a third time from work within a period of 30 days without prior sanction, his name shall be struck off from the rolls of the establishment after 30 days of such absence under intimation to him by registered post deeming that he has voluntarily vacated his appointment.

(iii) Any notice under this clause shall be in a language understood by the employee concerned. The notice shall be sent to him by registered post with acknowledgement due. Where the notice under this clause is sent to the employee by registered post acknowledgement due at the last recorded address communicated in writing by the employee and acknowledged by the bank, the same shall be deemed as good and proper service.

On the basis of evidence recorded on Issue No. 1 the termination of services of the Workman could not be faulted in law and is held justified in law.

This view and findings are supported by judgement of Hon'ble Supreme Court in the case of *Regional Manager Central Bank of India V.s. Vijay Krishna Neema and Others (2009) 5 SCC 567*. The relevant paragraphs are being reproduced as under.

"15. The question as regards validity of Clause 16 of Shastri Award and/or provisions akin thereto is no longer res integra. An employee may, in certain situations, abandon or deemed to have abandoned his job. What constitutes abandonment may be a matter of a statutory provision or agreement between the employer and the Union. Although absence without leave for a long time may constitute a grave misconduct on the part of the employee concerned, in a case of this nature, in view of Clause 16 of the Shastri Award, an employee can be treated to have ceased from employment.

17. Principle of natural justice, it is trite, does not operate irrespective of the statutory provisions. It was not a case where like Uptron India Ltd. v. Shammi Bhan [(1998) 6 SCC 538 : 1998 SCC (L&S) 1601] and Scooters India Ltd. v. M. Mohammad Yaqub [(2001) 1 SCC 61 : 2001 SCC (L&S) 148] , no notice was required to be issued. Clause 16 of the Shastri Award provides for issuance of such notice. If despite service of notice the employee did not report for duty, the consequences thereof would ensue".

Issue No. 2 is answered accordingly.

Issue No. 3 –

On the basis of evidence recorded on Issue No. 1 and 2 the Workman is held entitled to no relief.

Issue No. 3 is answered accordingly.

On the basis of above findings, the reference is answered as follows.

AWARD

Holding the action of the management of Oriental Bank of Commerce in terminating the services of Shri Mahesh Kumar Ghawriby issuing a publication in Dainik Bhaskar newspaper on 17/01/2010 is just, fair and legal, he is held entitled to no relief.

No order as to cost.

DATE:- 02/05/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 मई, 2025

का.आ. 831.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार गन कैरिज फैक्ट्री जबलपुर के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (54/2016) प्रकाशित करती है।

[सं. एल - 14011/08/2016-आई आर (बी- I)]

सलोनी, उप निदेशक

New Delhi, the 16th May, 2025

S.O. 831.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 54/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Gun Carriage Factory Jabalpur and their workmen.

[No. L-14011/08/2016- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/54/2016Present: P.K.SrivastavaH.J.S.(Retd.)

The General Secretary,

GCF Mazdoor Sangh, Balkrishna Bhawan,

East Ghamapur,

Jabalpur - 482001

Workman

Vs

Sr. General Manager,

Gun Carriage Factory,

Jabalpur - 482011

Management

(JUDGMENT)**(Passed on this 28rd day of April- 2025)**

As per letter dated 01/06/2016 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification **No. L-14011/08/2016 (IR(DU))** dt. 01/06/2016. The dispute under reference relates to:

"1) Whether the action of the management of Gun Carriage Factory, Jabalpur in not providing employment on compassionate grounds to dependents of Late Mr. Munna Lal, T No. 1660 Ex-Sweeper (Died while in service on 24.12.2000) even after their case was duly recommended by the Screening Committee on compassionate appointments and also approved by the General Manager, GCF, is justified or not? 2) Whether the action of the management of GCF, Jabalpur is justified or not? In not referring the case of Mrs Sheela Bai for Police Verification and Medical Test, when her name has been recommended by the Screening committee on compassionate appointments, and when such recommendation have also been approved by the General Manager, GCF. 3) When, on what date the screening committee on compassionate appointments has recommended the name of Mrs. Sheela Bai for appointment and on what date, the General Manager of GCF has approved the recommendations of the Screening Committee. 4) Though the name of Mrs. Sheela Bai was recommended by the screening committee on compassionate appointments and the General Manager of GCF has approved the recommendations of the Screening Committee, issue of rejection letter dated 25.10.2002, is whether a deviation to normal practice? Whether the issue of such rejection letter dated 25.10.2002, amounted to injustice or not? 5) Now, the son late Mr. Munna Lal, Ex-sweeper, GCF has grown up and whether Mr. Mukesh Baghel is entitled for employment on compassionate grounds in GCF, Jabalpur in place of his mother Smt. Sheela Bai or not?"

After registering the case on the basis of reference notices were issued to the parties, they appeared and filed their respective statement of claim and defense.

Case of the applicant is mainly that, his father Munna Lal was an employee of Management who died on 24.12.2000 while on duty. His widow i.e. the mother of the applicant applied for employment on compassionate ground, but was not granted. According to the applicant, he was minor at the time of the death of his father, and when he applied for an appointment on compassionate ground, his request was also not accepted by Management, hence, he raised a dispute through Union in this respect before the Deputy Chief Commissioner, Central, Jabalpur. After failure of conciliation, reference was made to this Tribunal.

According to the applicant this action of Management is unjust, arbitrary and illegal. He has thus prayed that, holding the action of Management in not granting compassionate appointment to the Applicant son of the deceased Employee is unjust, illegal and arbitrary, he be held entitled to be appointed by the Management on compassionate basis as the dependant son of his deceased father.

The case of the Management is mainly that, appointment on compassionate basis is granted to the heirs of Deceased Employees as per Rules in this respect to the extent of 5% of Vacancy which is embarked for compassionate appointment.

According to the Management, the Widow of the Employee submitted application for Compassionate Appointment which was considered and an enquiry was conducted with respect to the financial condition and dependency status of the family. It was found that, the services dues which were paid to the Applicant family subsequent to death of Employee and the amount of family pension both included were sufficient to maintain the family and also that there was no vacancy in quota fixed for compassionate appointment. Hence, claim of compassionate appointment was rejected by Management by an order dated 25.10.2002. It is further the case of the Management that, the Widow approached the Central Administrative Tribunal against this order by way of filing OA No. 377/2006 and a Writ Petition No. 17941 of 2006 against this order was also dismissed after hearing vide order dated 04.02.2008 by a Division Bench of Hon'ble High Court of M.P. at Jabalpur. It is further the case of Management, that after having failed to get compassionate appointment for mother, as a widow of the Employee, the applicant has approached this Tribunal for the same; hence, the order of the Central Administrative Tribunal will operate as res judicata.

According to Management, the claim is barred by delay and alleges also.

In evidence, the applicants side has filed photocopy of minutes of meeting of Screening Committee with respect to prayer of the Widow for Compassionate Appointment, report of the Labour Welfare Commissioner, order of the Competent Authority refusing the Compassionate Appointment to the Widow, all admitted by Management, hence marked Exhibit W-1 to W-3, respectively. The applicant Mukesh Baghel has also filed his affidavit as his examination-in-chief. He has been cross-examined by Management.

Management has filed photocopy of order of Competent Authority, order of Hon'ble High Court in W.P. No. 17941/2006, order of Central Administrative Tribunal, Jabalpur bench, in OA No. 377/2006, application of Widow for compassionate appointment, communication of Management, another application of Widow sent to Management, all admitted by Workman side, hence, marked Exhibit M-1 to M-6.

I have heard argument of Learned Counsel Shri S.K. Mishra for Workman, and Shri Arun Patel for Management. None of the parties has preferred any written submissions. I have gone through the record as well.

On perusal of record in the light of rival arguments, following issues come up for determination :-

1. *Whether the claim of Compassionate Appointment made by dependant son of deceased Workman Munna Lal before Management, is bared by res judicata?*
2. *Whether the action of Management in refusing compassionate appointment to dependants of deceased employee is justified in law and law?*

Issue No. 1 –

Section 10, Civil Procedure Code, 1908 is being reproduced as follows :-

“No Court shall proceed with the trial of any suit in which the matter in issue is also directly and substantially in issue in a previously instituted suit between the same parties, or between parties under whom they or any of them claim litigating under the same title where such suit is pending in the same or any other Court in India have jurisdiction to grant the relief claimed, or in any Court beyond the limits of India established or continued by the Central Government and having like jurisdiction, or before the Supreme Court.....

.....

”

Learned counsel for applicant has submitted that, the earlier litigation was between the mother of the applicant and the Department, hence, held not operated as res judicata. I'm not inclined to accept this argument because the source of claim made by the Mother and the Son is one and same, both claimed compassionate appointment as dependant of the deceased employee. Hence, it is held that, the claim of the Applicant in the case in hand is barred by res judicata.

Issue No. 1 is answered accordingly.

Issue No. 2 –

As it is clear from the order of Competent Authority, the Dependants got total Rs. 87,410/- as gratuity PF Insurance and Family Assistance. In addition to this, family pension Rs. 1600/- + DA of 49% on the date of order that is 25.10.2002 total Rs. 2384 was given on monthly basis. According to the Competent Authority there was a ceiling of 5% of vacancy available for Direct Recruitment which could be given on the compassionate appointment and at the time when the prayer was being considered, no vacancy was available in the quota. The Competent Authority further held that, Family Pension plus amount which the family would receive plus payments subsequent to death will be sufficient for the maintenance of Family, they are still above poverty line, and the claim was rejected.

Learned Counsel for Management has referred to judgment of Hon'ble Supreme Court in the case of **Canara Bank V.s. Ajithkumar G.K.** in Civil Appeal No. 255/2025 arising out of SLP (Civil) No. 30532/2019, in this respect.

In the referred case, a Division Bench of Hon'ble High Court has laid down certain parameters for granting compassionate appointment the relevant portion in **Para 43, 44 and 45** are being reproduced as follows :-

43. *In our considered view, the objectives of the scheme of 1993 and the requirements of disclosure relating to financial condition and the details of liabilities of the deceased employee in the prescribed formats (Annexures I and II, respectively) would leave none in doubt about the intention of the policy makers. Overcoming the immediate financial difficulties on account of sudden stoppage of the main source of income and existence of indigent circumstances necessitating employment to one of the dependants being at the heart of the scheme of 1993, it is difficult, if not impossible, to accept it as a valid proposition of law that grant of terminal benefits cannot be of any consequence since paragraph 3.2 of the scheme of 1993 permits the offer of appointment to be kept open till such time the surviving minor dependant, who is to be offered appointment, attains majority. To our mind, what paragraph 3.2 postulates is that, despite there being indigent circumstances necessitating appointment, the object of compassionate appointment thereunder should not be frustrated for mere absence of an eligible dependant family member. The offer would be kept open for such minor to attain majority, whereafter he would be offered appointment subject to suitability, and once he accepts the appointment, he would be under an obligation to look after the other indigent family members. Although paragraph 3.2 may not be wholly in sync with the objective of overcoming immediate financial difficulties, it has to be seen as a benevolent clause extending the benefit of compassionate appointment even beyond reasonable limits, obviously to cover exceptional cases, for ensuring the right of the family members of the deceased employee to live with human dignity. The idea for incorporation of this clause in the scheme of 1993 cannot be confused with grant/release of terminal benefits. Both operate in different arena and, therefore, we respectfully disagree with the reasoning in paragraph 19 of [Canara Bank](#) (supra).*
44. *As pertinently held in [B. Kishore](#) (supra), indigence of the dependants of the deceased employee is the fundamental condition to be satisfied under any scheme for appointment on compassionate ground and that if such indigence is not proved, grant of relief in furtherance of protective discrimination would result in a sort of reservation for the dependents of the employee dying-in-harness, thereby directly conflicting with the ideal of equality guaranteed under [Articles 14 and 16](#) of the Constitution. Also, judicial decisions abound that in deciding a claim for appointment on compassionate grounds, the financial situation of the deceased employee's family must be assessed. In a situation otherwise, the purpose of the scheme may be undermined; without this evaluation, any dependent of an employee who dies while in service might claim a right to employment as if it is heritable.*
45. *The ratio decidendi of all these decisions have to be read in harmony to achieve the noble goal of giving succour to the dependants of the employee dying-in-harness, who are genuinely in need, and not with the aim of giving them a post for another post. One has to remember in this connection the caution sounded in [Umesh Kumar Nagpal](#) (supra) that as against the destitute family of the deceased there are millions of other families which are equally, if not more, destitute.*

Hence, in the light of these facts, the order of Competent Authority refusing Compassionate Appointment cannot be held to be unjustified in law.

Issue No. 2 is answered accordingly.

On the basis of above discussion and findings, the reference is answered as follows.

ORDER

Holding action of the Management of Gun Carriage Factory, refusing the compassionate appointment to the Applicant Son of deceased employee Munna Lal just, legal and proper, he is held entitled to no relief.

No order as to cost.

DATE:- 28/04/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 मई, 2025

का.आ. 832.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (02/2012) प्रकाशित करती है।

[सं. एल - 12025/01/2025- आई आर (बी- I)-63]

सलोनी, उप निदेशक

New Delhi, the 19th May, 2025

S.O. 832.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 02/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2025- IR(B-I)-63]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO.CGIT/LC/RC/02/2012

Present:P.K.Srivastava

H.J.S.(Retd.)

H.R. Mehar, S/o Late Shri Ratanlal Mehar, Ex-Senior Assistant, State Bank of India, Hamidia Road Branch, Bhopal, R/o B-3/A Priyadarshini Colony, Near Krishna Arcade, Baugsevaniya, Bhopal – 462043.

Workman

Vs

1. The Dy. General Manager (O&C–NW-II) & Notified Appellate Authority (NAA), State Bank of India, Administrative Office, Bhopal – 462011
2. The Asst. General Manager (Admn.) & Notified Disciplinary Authority (NDA), State Bank of India, Administrative Office, Bhopal - 462011

Management

(JUDGMENT)

(Passed on this 24th day of April-2025)

The workman has filed this petition under Section 10 (2&3) of the Industrial Disputes Act 1947, hereinafter referred to by word 'Act', against the Management Bank challenging the order of Management Bank terminating his services vide order dated 29.01.2008, and dismissal of his appeal by Appellate Authority vide order dated 22.09.2008 with an allegation that while he was posted as Senior Assistant in Hamidia Road Branch of the Bank in Bhopal, he was issued

A charge sheet dated 11.11.2006 containing five allegations and a charge based thereon. An allegation-wise reply dated 23-11-2006(Annexure A-3) bringing out the factual position was submitted by me. The pre- determined enquiry was commissioned vide letter No. R-1/OPS/ Bhopal/ Comp./ 465 dated 1.12.2006 (Annexure A-4), a copy of which was endorsed to me without assigning the reasons for the enquiry despite my satisfactory reply to the charge-sheet. The Enquiry Officer(EO) returned his findings dated 10.9.2007(AnnexureA-5)on apprehended lines holding all the allegations and the charge as "proved", with which the NDA agreed and forwarded a copy thereof to me for my

comments. I made elaborate submission vide letter dated 11.10.2007(Annexure A-6) but it failed to dispel the NDA's bias and prejudice. NDA issued show cause notice (SCN) No.RO/AGM(Ops.)R-1/Comp/956 dated 1.12.2007(Annexure A-7, proposing the extreme penalty of removal from service. He sowed, vide my reply dated 11.12.2007(Annexure A-8), ample cause for not imposing the proposed penalty. Still the NDA ordered removal vide order dated 29-1-2008(Annexure A-9). He preferred an appeal dated 10- 3-2008(Annexure A-10) and made supplementary submission dated 10-6-2008,17-6-2008 and 14-7-2008(Annexure 10-A,B&C, respectively). A personal hearing scheduled for 20-8-2008 at 4.00 pm was notified on 18-8-2008 but it was held on 21.8.2008 at 11.00 am wherein he put a written submission dated 20-8-12008(Annexure A-11), enclosing a copy each of the three supplementary submissions earlier made by him.

Furthermore, as alleged by petitioner, personal hearing are to be minuted then and there and a copy of the minutes is required to be supplied to the appellant immediately, but it did not occur so in his case. Therefore, he had to apply on 23-8-2008 for the minutes of the personal hearing held on 21-8- 2008(Annexure A-12). As the said minutes did not forth come even after a month, a reminder dated 22-9-2008(Annexure A-12-A) was sent. Even then, the minutes were not received, but the non-speaking order dated 22-9-2008(Annexure A-13) passed mechanically without application of mind by the NAA, blindly upholding the unjust decision of the NDA was received on 22-9-2008 itself. A second reminder dated 17-10-2008(Annexure A-14) supplied a copy of the so called minutes on 30-10-2008. As the so called minutes turned out to be farcical and misleading in as much as it did not at all reflect the happenings during the personal hearing completely and correctly, the applicant sent a letter dated 18-11-2008(Annexure A-15) to the NAA, praying for modification of the minutes in tandem with the actual proceedings. But the NAA instead of treading the path of truth, chose to stick to falsehood vide letter No.NW-1/DGM/DPS/276 dated 29- 11-2008(Annexure A-16) which was received on 1-12-2008. The applicant had to therefore, mail/courier another letter dated 26-12- 2008(Annexure A-17) to the NAA, beseeching restoration of justice and fair play at least in recordings, if not in dealings and decision- making. Incidentally, the Applicant is also deprived of the minutes of the personal hearing given by the NDA on 14-12-2007.

The Management has rebutted the claim of workman with a pleading that M.P. Madhya Kshetran Vidyut Vitran Company had a current account in Hamidia Road Branch of the Bank. A complaint was received from the company that cheque no.10375 dated 25-8-2005 issued for amount of Rs. 1770/- in favour of Executive Engineer (O&M) whereas an amount of Rs.17,70,000/- was been debited from the account of the company. It was found that payee's name was changed from Executive Engineer (O&M) MPSEB, Raisen to Executive Engineer (O&M),MPSEB, Bhopal. The amount in words had been changed from Rs.1770/- to Rs.17,70,000/-. Amount mentioned in "under Rs." was changed from 1771/- to Rs.17,70,001/-. The amount in figures was changed to Rs. 17,70,000/-.The workman was working as a Senior Assistant and was instrumental in clearance of cheque. A departmental charge-sheet was issued on 11- 11-2006. The workman submitted his reply on 23-11-2006 and the inquiry was ordered to be done. The workman was given full opportunity to present his case during the inquiry. The inquiry Officer submitted his report dated 10-9-2007 holding the charges proved. The Disciplinary Authority agreed with the Inquiry Report and forwarded a copy to the workman for taking his stand on 18-9- 2007. The workman submitted reply of show cause notice on 10-10- 2007. After hearing the workman side, sentence of removal from service with superannuation benefits service with superannuation benefits was passed. The applicant/workman filed appeal before Appellate Authority who dismissed the appeal after hearing the Workman."

It is further the case of the Management that, the role of the Appellant Workman and the Passing Authority Mr. U.K. Saxena was not identical hence, different punishments were given to both and there can be no parity in punishment as claimed by the Appellant Workman. Also that, the charges were rightly held proved by the Enquiry Officer and the punishment of removal from service is not disproportionate to the misconduct proved.

Following issue was framed on the basis of pleadings:

1. Whether the Departmental Enquiry conducted was legal and proper?

On the basis of evidence, this preliminary issue was decided vide order of this Tribunal dated 16.03.2020 holding Departmental Enquiry just, legal and proper. This order is part of this Judgment.

Following Additional Issues were framed on 16.03.2020 –

1. *Whether the finding of Enquiry Officer that the charges were proved are correct in law and fact?*
2. *Whether the punishment awarded is proper?*
3. *Relief to which the Workman is entitled?*

Parties were given opportunity to produce evidence, on these additional issues. The petitioner workman filed affidavit which is part of record, only Para - 9 to 11 of the affidavit have been held to be relevant to the additional issue as per order of this Tribunal dated 24.01.2024.

Management has not filed any evidence and affidavit on additional issues. Photocopy of the Disputed Cheque and Bank Instructions have been filed by Management.

I have heard argument of Learned Counsel for the Petitioner Mr. Akash Chaudhary and Mr. Santanu Seth. Learned Counsel Mr. Pranay Choubey served his argument on behalf of Bank. I have gone through the records as well. Parties have filed written arguments. I have gone through the Written Arguments also.

Additional Issue No.1 –

The case of the petitioner on additional issue No. 1 is that, findings of Enquiry Officer is perverse and is based on no evidence. There is not even an iota of evidence produced during the enquiry which is sufficient to prove any of the charges of misconduct. Learned Counsel further submits that, a Criminal Trial also proceeded against the petitioner and his supervisor officers Umesh Kumar Saxena and Manager Udhav Das, which was registered as ST No. 216/2011, same set of charges and evidence was produced before the Court and the charges were held not proved. Furthermore, it is also been submitted that the Cheque which is the subject matter of the misconduct alleged, was of amount over which the Workman did not have any authority to pass it, rather it was to be passed by his Superior Officer Shri. V.C. Saxena, the Passing Officer. The Enquiry Officer did not appreciate this fact and also failed to notice this fact that, the Petitioner Workman did not have specimen signature book containing the specimen signature of the drawers, hence was not in a position to compare the specimen signatures. They were not in his system as well. He was required only to see that, the Cheque was in order. He did his job and after finding that Cheque was in order and was Properly presented, he forwarded it to the Passing Officer who passed it, and thereafter payment was made. Learned Counsel has further referred to a communication of 28.12.1992 made by the S.B.I. Bhopal, vide its letter to the Corporate Centre at Mumbai. **Letter No. PD/CIR/5979 dated 28.12.1992** seeking clarification whether the Cashiers can be duty bound to compare the signatures from specimen signature book when it is not provided to them. This letter was responded by the Corporate Centre, vide letter **No. PER/IR/39203** dated 23.03.1993, which agreed with the enquiry of the S.B.I., Bhopal. Hence on this ground also, the petitioner could not be fastened with the liability to compare the signature of the drawers of the Cheque from specimen signature book that it was not available to him. The Enquiry Officer recorded his finding ignoring this fact also Learned Counsel has referred to following judgment in this respect

1. *CPF M.V. Anthony V.s. Bharat Gold Mines Ltd., 1999 (3) SCC 679 (Para. 34)*
2. *G.M. Tank V.s. State of Gujarat (2006) 5 SCC 446 Para-30.*
3. *Ram Lal V.s. State of Rajasthan (2024) Vol.1 SCC 175 (Para 12)*
4. *Rasikla IVaghajibhai Patel V.s. Ahmedabad Municipal Corporation (1985) 2 SCC 35.*
5. *A.L. Kalra V.s. Project and Equipment Corporation of India Ltd. (1984) 3 SCC 316 .*

On the other hand, learned Counsel for Management Bank has submitted that the standard of proof required for proof of a charge is not the same in Criminal Trials and Departmental Proceedings. Secondly, evidence collected during the Enquiry positively shows that, had the petitioner been vigilant and had exercised due diligence, the fraud could have been governed and adjudicated. He further submits that the Passing Officer had passed the Cheque for payment only in the system and not on the Cheque, where as both were required for payment. The petitioner would have known this fact, had he been duly diligent. Hence, as submitted by Learned Counsel for management, the finding of the Enquiry Officer regarding proof of charges is correct, and there is no perversity. Before any discussion, the settled principle of law with respect to proof required in Criminal Trial and Departmental Proceedings has crystallized through various judgments and requires to be mentioned and is being mentioned as follows:

The settled proposition of law is that the charges need not be proved beyond reasonable doubt in a departmental enquiry. Following judgments are being referred to in this respect.

Scope of disciplinary proceedings and scope of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different. Ref. T.N.C.S. Corpn. Ltd. vs. K. Meerabai, (2006) 2 SCC 255

*Standard of proof in a departmental enquiry which is quasicriminal/quasi-judicial in nature: Disciplinary proceedings, however, being quasi-criminal in nature, **there should be some evidence to prove the charge.** Although the charges in a departmental proceedings are not required to be proved like a criminal trial i.e. beyond all reasonable doubts, we cannot lose sight of the fact that the enquiry officer performs a quasijudicial function, who upon analyzing the documents must arrive at a conclusion that there had been a preponderance of probability to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. Ref: (i) *Nirmala J. Jhala Vs. State of Gujarat & Another, AIR 2013 SC 1513 (paras 10 , 11, 12 & 13).* (ii) *M.V. Bijlani Vs. Union of India, (2006) 5 SCC 88 (Para 25)**

In the cases of (i) NOIDA Entrepreneurs Association Vs NOIDA & others, AIR 2007 SC 1161 (i4i) State Bank of India Vs. R.B. Sharma, (2004) 7 SCC 27 (iii) Kendriya Vidyalaya Sangathan Vs. T. Srinivas, (2004) 7 SCC 442 (iv) Depot Manager, APSRTC Vs. Mohd. Yousuf Miya, (1997) 2 SCC 699 (v) Captain M. Paul Anthony Vs. Bharat Gold Mines Limited (1999) 3 SCC 679 and (vi) State of Rajasthan Vs. B.K. Meena, (1996) 6 SCC 417 (vi) Pratap Singh Vs. State of Punjab, AIR 1964 SC 72 (vii) Jang Bahadur Singh Vs. Baij Nath, AIR 1969 SC 30, it has been laid down by the Hon'ble Supreme Court that "the purpose of departmental enquiry and of prosecution are two different and distinct aspects. Departmental Enquiry is to maintain discipline in the service and efficiency of public service. Crime is an act of commission in violation of law or of omission of public duty. The enquiry in a departmental proceeding relates to the conduct or breach of duty by the delinquent officer to punish him for his misconduct defined under the relevant statutory rules or law. It is the settled legal position that the strict standard of proof or applicability of the Evidence Act stands excluded in a departmental proceeding. Criminal Proceedings and the departmental proceeding under enquiry can go on simultaneously."

In the case of T.N.C.S. Corporation Ltd. Vs. K. Meerabai, (2006) 2 SCC 255, it has been held by the Hon'ble Supreme Court that the scopes of the disciplinary proceedings and of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.

In the cases of Mohd. Saleem Siddiqui Vs. State of UP & others, (2011) 2 UPLBEC 1575 (Allahabad High Court) and Ajeet Kumar Naag Vs. General Manager Indian Oil Corporation Ltd. Haldia, JT 2005 (8) SC 425, the distinction between departmental enquiry and criminal proceedings has been drawn as under: "The two proceedings i.e. criminal and departmental are entirely different. They operate in different fields and have different objectives. The object of criminal proceedings is to inflict appropriate punishment on offender and the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance service rules the rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of accused beyond reasonable doubts, he cannot be convicted by a court of law. In departmental enquiry, on the other hand, penalty can be imposed on the delinquent officer on a finding recorded on the basis of preponderance of probability. Procedure with respect to standard of proof in criminal case and departmental enquiry are different. In the case of departmental enquiry the technical rules of evidence have no application and the doctrine of "proof beyond doubt" has also no application in the departmental enquiry. Criminal prosecution is launched for an offence for violation of a duty the offender owes to the society or for breach of which law has provided that the offender shall make satisfaction to the public. So crime is an act of commission in violation of law or of omission of public duty. The departmental enquiry is to maintain discipline in the service and efficiency of public service. There would be no bar to proceed simultaneously with departmental enquiry and trial of criminal case. "

The charges against the Workman were as follows:-

1. *The Signature of the Senior Accounts Officer MPSEB Bhopal, and the correction in the Cheque verified by Regional Accounts Officer, under his signature were not compared by the petitioner in the record on spice-men signature book with the branch.*
2. *The petitioner did not examine the Cheque perused minutely and made the payment.*
3. *The petitioner made payment of the amount in the Cheque of one R.L. Mishra, who was authorized to receive payment by the Executive Engineer without confirming the Cheques and identity of the person receiving the amount.*
4. *The petitioner made payment of the amount in Cheque without being passed by the Passing Officer.*
5. *All this resulted into loss of Rs. 17,70,000/- to the Bank, hence the petitioner committed misconduct as defined in Clause 5(j) of Memorandum of settlement dated 10.04.2002*

The Enquiry Officer found that, though the Cheque was passed by the Passing Officer Mr. U.C. Saxena in the system, he had not recorded this on the Cheque. He further found that there were corrections in the Cheque which were not examined properly, and since the Cheque was presented before the petitioner working as Cashier at that time, he was duty bound to examine the cheque minutely and forward it to the Passing Officer thereafter. The Enquiry Officer further recorded a finding that, by not doing so, the petitioner was found to have acted not with due diligence and had committed misconduct. Though it has been fervently argued from the side of the petitioner that, **firstly**, he did not have the Specimen Signature Book with him, **secondly**, signatures of the account holders were not there in his system, and **thirdly**, the cheque was beyond its passing limit and hence, he forwarded it to the Passing Officer who had the Specimen Signature Book of Account Holders and was under obligation to compare the signatures and thereafter take decision about passing of the Cheque or not but it cannot be denied that there was no endorsement of the Passing Officer on the cheque; it was only passed in the system. Also, keeping in view the fact that the Cheque had so many corrections on it, it can be safely said had the petitioner been diligent enough, the payment would not have been made. No doubt, the petitioner could not have made payment of the amount in the Cheque single-handedly, even then, his lack of due diligence is established from the evidence in enquiry. Hence, on the basis of the above

discussion, holding the finding of the Enquiry Officer that the charges were proved was recorded correctly. **Additional Issue No.1 is answered accordingly.**

Additional issue No. 2 and 3 –

Since both the issue are interconnected, they have been taken together.

Settled Proposition of Law with respect to punishment in Departmental proceedings, crystallized through various decisions of Hon'ble Supreme Court and High Courts is that it is within the domain of the Disciplinary Authority to impose punishment, the scope of Judicial Review is very limited and the Tribunals are not an Appellate Court, while reviewing a order of Punishment. An order of punishment could be reviewed or interfered by Tribunal only when it is so disproportionate to the charge that it shocks the conscience of the Court. The relevant decisions in this respect are being referred to as follows:

Hon'ble Apex Court in *B.C. Chaturvedi v. Union of India*, (1995) 6 SCC 749 while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

“The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mould the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof.”

In *DG, RPF vs. Sai Babu* (2003) 4 SCC 331, Hon'ble Apex Court has observed that:

“6..... Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department/establishment which the delinquent person concerned works.”

In *United Commercial Bank vs. P.C. Kakkar* (2003) 4 SCC 364 Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

“11. The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is judicial review is limited to the deficiency in decision-making process and not the decision.

12. To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof.”

In *Union of India vs. S.S. Ahluwalia* (2007) 7 SCC 257 Hon'ble Supreme Court reiterated the legal position as follows:

“8. The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved.”

In *State of Meghalaya v. Mecken Singh N. Marak* (2008) 7 SCC 580 Hon'ble Supreme Court stated that:

“The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review.

Hon'ble Apex Court in *Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad* (2010) 2 SCC (L&S) 101 has observed that

“The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature

of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.

Moreover, the Banks being financial institution; where the hard earned money of the public at large is kept, and any disorderly atmosphere in the Bank premises may lead to loss to trust of the depositors on the Banking institution; which may ultimately lead to collapse of financial system of the country and the same is not permissible at all. Hon'ble Apex Court in (2011) 1 Supreme Court Cases (L&S) 721 has observed that:

“7. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the inquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, the courts will not interfere with findings of fact recorded in departmental inquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or findings, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations.”

It has been submitted by Learned Counsel for the petitioner that Mr. V.C. Saxena was the Officer who had compared the Signature of Drawers on the Cheque and corrections and had passed it in the system. He was also issued a charge-sheet along with the petitioner, referring the identical charges of misconduct against him and was found guilty after the enquiry. But, he was awarded punishment of only reduction of two increments. Whereas, for the identical charges the petitioner was awarded punishment of removal from service, which is arbitrary, unjust and against parity.

In fact, the petitioner has been punished only for the mistake by awarding him sentence of removal from service and the Officer has been spared by awarding less punishment. Learned Counsel has referred to following judgments in support of his arguments that, when the charges are identical and role is also identical, there should be no disparity in punishment.

1. Tata Engineering and Locomotive Company Ltd. Vs. Jitendra Pratap Singh, (2001) 10 SCC 530

2. On an enquiry being held, the enquiry authority found that the allegation of misconduct is proved and the disciplinary authority on consideration of the report of the enquiry authority and the other relevant material dismissed the first respondent from service. Thereafter, a reference to the Labour Court at the instance of the first respondent was made. The Labour Court though held on a preliminary question that the disciplinary enquiry conducted against the first respondent is valid came to the conclusion after perusing the documentary and oral evidence on record that the dismissal was not justified and held that he was entitled to reinstatement with full back wages with continuity in service and other consequential benefits. A writ petition was filed in the High Court which was allowed but on the basis of certain offer made, the learned Single Judge also directed that the appellant shall pay to the first respondent salary from the date of discharge till the date of the order in a lump sum of Rs 50,000. Thereupon both the management and the workman filed two appeals. In the appeals, several questions were raised as to whether the act attributed to the first respondent would amount to misconduct at all which will entail a disciplinary enquiry at the instance of the management to end up with his dismissal; strong reliance was placed on Glaxo Laboratories (I) Ltd. v. Presiding Officer, Labour Court, Meerut [(1984) 1 SCC 1 : 1984 SCC (L&S) 42 : (1984) 1 SCR 230] . Ultimately, however, the two learned Judges were agreed on one aspect of the matter that the question, whether on misconduct attributed to the workman there should have been causal connection between misconduct and employment of the workman may not be of much significance when such acts have taken place within the premises of the factory, should be decided in an appropriate case. What influenced the Court in deciding the matter is that:

“Since as many as three workmen on almost identical charges were found guilty of misconduct in connection with the same incident, though in separate proceedings, and one was punished with only one month's suspension, and the other was ultimately reinstated in view of the findings recorded by the Labour Court and affirmed by the High Court and the Supreme Court, it would be denial of justice to the appellant if he alone is singled out for punishment by way of dismissal from service.”

2. State of U.P. Vs. Raj Pal Singh, (2010) 5 SCC 783.

Though, on principle the ratio in aforesaid cases would ordinarily apply, but in the case in hand, the High Court appears to have considered the nature of charges levelled against the five employees who stood charged on account of the incident that happened on the same day and then the High Court came to the

conclusion that since the gravity of charges was the same, it was not open for the disciplinary authority to impose different punishments for different delinquents. The reasoning given by the High Court cannot be faulted with since the State is not able to indicate as to any difference in the delinquency of these employees.

3. ***L.I.C. Vs. Triveni Sharma Mishra, (2014) 10 SCC 346***

From the papers on record before us, it appears that for mentioning less qualification to secure the job, another similarly situated employee (one Daluram Patidar) was let off by Life Insurance Corporation of India by awarding punishment of stoppage of increments for two years with cumulative effect. We are of the opinion that the High Court has rightly taken note of the said fact while allowing the writ petition, and directing the employer to consider the imposition of similar penalty after reinstatement of the writ petitioner.

4. ***C.D. Sharma Vs. Union of India, 2013 SCC Online Del 1733 (Para 12 & 14).***

5. ***Director General of Police Vs. G. Dasayan, (1998) 2 SCC 407***

(Para8).

On the second ground that the Superintendent of Police, Tirunelveli District, was not the competent authority, the learned counsel for the appellants submitted that the Tribunal was not right in assuming that the transfer was for administrative purpose and during the pendency of enquiry as the Police Standing Orders enabled the transfer of Constable of one district to another district. The relevant PSO was produced which reads that a Police Constable is liable to serve anywhere in the State. The order of transfer from Kanyakumari District to Tirunelveli District at the relevant time was not challenged. Therefore, this ground of the Tribunal in setting aside the order of dismissal cannot also be supported. The third ground that the co-delinquents except the Head Constable were let off though the charges were identical, it is stated by the learned counsel for the appellants that the Disciplinary Authority did not agree with the findings of the Enquiry Officer so far as those two delinquents were concerned. However, the Head Constable, who was also charged along with the respondent, was compulsorily retired by the Disciplinary Authority.

Learned Counsel for Management has submitted that, the Cheque was first produced before the petitioner he was required in rules to minutely cross-examine it, and he got forwarded it only with the fact that Cheque was in order. Had he minutely examined it, he would not have forwarded it, to the passing officer. Hence, his role was more serious and he cannot be claimed parity with the passing officer. He has referred to judgment of Hon'ble Supreme Court in the case of State of Tamil Nadu V.s. M. Mangayarkarasi Civil Appeal No.11345-11346 of 2018 Arising out of SLP (C) No. 675-676 of 2017.

In this case Hon'ble the Supreme Court has observed that the gravity of misconduct which was established against the Appellants was distinct from and of a more serious nature than what was found against other employees.

The charges against the petitioner have been referred to earlier. Charges against the Passing Officer Mr. Saxena are being ***reproduced as follows.***

"(i) The CSO has passed the cheque for payment in the system without passing the same by putting his full signature in token of having passed the cheque.

(ii) CSO did not verify the genuineness of signature of Sr. Accounts Officer, MPSEB Bhopal as drawing official and signatures appearing for authentication of cuttings and alterations on the cheque with specimen signatures with bank's records.

(iii) CSO did not scrutinize the cheque and failed to alteration/overwriting figures of authenticated. the notice on amount was cheque that in not

(iv) CSO did of not the ascertain payee the who authorized the other person to receive payment before passing the payment of the cheque in the system.

(v) Due to negligence on his part. Bank has incurred financial loss of Rs. 17.70 lacs.

Hence, for his acts mentioned alongside he was negligent in performing of his duties, and thereafter failed to protect Bank interest for not discharging his duties without due care and diligence thus acted in a manner unbecoming of an Officer and contravened Rules No. 50(1) and 50(4) of SBIOSR governing his services in the Bank.

On analysis of these charges, it is established that they are identical in nature with respect to the petitioner and the Passing Officer Mr. Saxena. This is also indisputable that both were held guilty of having committed misconduct after the enquiry and were awarded punishment. The petitioner was awarded punishment of removal, whereas the Passing Officer Mr. Saxena was awarded only the punishment of reduction of two increments.

In a multi tier system, everyone has to be vigilant. Such systems are designed to prevent loss even if one Agent in the system does not act with due diligence or compromises with his vested interest. The petitioner did not notice the deficient instrument, but the Passing Officer also failed to notice the deficiencies. It was the Passing Officer who was under obligation to compare the signature and after having been satisfied with the signature on Cheque and then to forward for payment in which he failed. **Hence, the argument of the Learned Counsel for Management Bank** that the role of the petitioner and the Passing Officer were different, and punishment could be easily distinguished, cannot be accepted. It is held that the roles of these two are identical, and the fault of the petitioner cannot be held to be greater than that of the Passing Officer. In the light of this finding, case referred to by Learned Counsel for management can be distinguished on facts.

As held in the cases referred, if the charges are identical and the role is also identical, parity should be maintained in the punishment also. In the case in hand, the Management Bank has failed to maintain this parity. Hence, the punishment awarded to the Cashier is held unjust and arbitrary.

The petitioner is thus held to be entitled to parity in punishment, and on the basis of this discussion, setting aside the removal of petitioner vide order dated 29.01.2008, it is liable to be modified to reduction to a lower stage in the Scale of pay by three stages with cumulative effect for a period of two years with further direction that he will not earn increments during the period of such reduction, and on the extra period of reduction, it will have the effect of postponing future increments. The petitioner is held entitled to be reinstated and to be deemed to be in continuous service from the date of his removal benefits till the date of his superannuation, but without back wages also held entitled to all in service and post retiral benefits.

Issue No 2&3 are answered accordingly.

ORDER

Setting aside the removal of petitioner vide order dated 29.01.2008, it is modified to reduction to a lower stage in the Scale of pay by three stages with cumulative effect for a period of two years with further direction that he will not earn increments during the period of such reduction, and on the extra period of reduction, it will have the effect of postponing future increments. The petitioner is reinstated and to be deemed to be in continuous service from the date of his removal till the date of his superannuation or till date whichever is earlier, but without back wages and is also held entitled to all in service and post retiral benefits.

No order as to costs.

Petition stands disposed accordingly

DATE:- 24/04/2025

P.K.SRIVASTAVA, Presiding officer

नई दिल्ली, 19 मई, 2025

का.आ. 833.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (76/2013) प्रकाशित करती है।

[सं. एल - 12012/116/2012- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 19th May, 2025

S.O. 833.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 76/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/116/2012- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/76/2013Present: P.K.SrivastavaH.J.S..(Retd)

Shri Ramshankar Kushwah,
S/o Patiram Kushwah,
C/o Shri Vijay Singh Kushwah,
Ward No. 25,
Near Subhash Pandey Gali,
Tulsi Colony, Ganeshpura, Morena

Workman

Vs

The Asstt. General Manager,
State Bank of India,
Regional Office, City Centre,
Gwalior (M.P.)

Management

(JUDGMENT)(Passed on this 01th day of May- 2025)

As per letter dated 16/05/2013 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12012/116/2012 (IR(B-I)) dt. 16/05/2013. The dispute under reference relates to:

“Whether Shri Ramshankar Kushwah is a workman within the provision of Industrial Dispute Act. If so, whether his services were terminated in illegal manner then what relief he is entitled to?”

Case of the Workman as taken by him in his statement of claim is that, he was appointed by Bank as Messenger, on 01.12.1985, he worked till 04.06.1986 and was reemployed from 05.07.1956 as a Waterman. He continuously worked as a Waterman with the Bank for 23 years, from February, 1986 and was paid salary. The Management disengaged him without any notice or compensation which is in violation of Section 25F and 25G of the Act, hence unjust, illegal and arbitrary. He challenged this action of Management before Hon'ble High Court of M.P. by way of filing W.P. No. 5520/2009 which was disposed with an observation that, *“he may approach this Tribunal.”* Thereafter, he raised a dispute with the concern Assistant Labour Commissioner. After failure of conciliation, the dispute was referred to this Tribunal.

Case of Management is mainly that, he was never employed in any capacity with the Bank as a Messenger or Waterman; hence, there is no question of his termination by the Bank. Further, it is the case of the Management is that his engagement with the Branch for filing water and binding of specimen signature book is wholly non-messengerial work. The Management has accordingly prayed that the reference be answered against the Workman.

The Workman has filed a rejoinder wherein he has retreated his case .

In evidence, the Workman has filed photocopy documents which are Letter dated 14.2.1986, Certificate dated 31.3.1988 issued by Sub Post Master, Certificate issued by Tehsildar, Certificate issued by Jilla Sahkari Kendriya Bank, Certificate issued by Dy. Registrar, Letter dated 20.12.1990 by S.B.I., Authorization letter dated 15.9.1993 by S.B.I., Office order dated 21.8.1996 by S.B.I., Certificate issued by Station Master, Certificate dated 25.7.1998 by S.B.I., Certificate issued by Tehsildar, Certificate dated 29.8.1998 issued by Municipality, Requisition letter dated 10.11.1998 by S.B.I., Requisition letter by workman, Copy of peon book, Letter dated 29.11.2004 by S.B.I., Request letter by workman, Letter dated 10.7.2006 by S.B.I., Request letter dated 15.7.2006 by S.B.I., Copy of peon book and Receipt and has proved it as **Exhibits W-1 to W-21**. The Workman has further filed his affidavit as his examination-in-chief. He has been cross-examined by Management.

The Management has also filed and proved photocopy documents Exhibit M-1 to M-29 which are applications filed by the Workman before the Branch Manager for payment of his wages, over which there are endorsements regarding payment.

Management has filed affidavit of its witness as his examination-in-chief. This witness never turned up for cross-examination.

At the time of argument, Learned Counsel for Workman did not appear, hence argument of Mr. Praveen Yadav Learned Counsel for Management were heard. Both the parties have filed written arguments which are part of record. I have gone through the Written Submissions as well the record.

On perusal of record in the light of rival argument, following issue come up for determination.

1. *Whether the Workman has successfully proved his continuous employment from 1986 till date of his termination?*
2. *Whether the disengagement of Workman by Management is in violation of Section 25F and 25G of the Act?*

Issue No. 1 -

As pleaded by Management Bank in the Para 4 of their written statement that as per records available with them, the Workman worked in Agriculture Development, Branch Jaura up to 04.04.2009. He worked during the year 2007-08 for 186 days and 37 days from 2008-09, hence he did not worked continuously for 240 days in any Calendar year. Case of the Workman is that, he continuously worked for 240 days in every year. The Workman has corroborated his case in his affidavit as his examination-in-chief. He has proved photocopy documents which are exhibit W-1 Order of Branch Manager dated 14.02.1986, authorizing the Workman to receive Dak on behalf of the Management Bank. Documents Exhibit W-2 to W-11 corroborated the fact that, the Workman worked as a Messenger during the period in question. In his cross-examination also he has stated that he used to work as a Waterman and Dak Runner and he was paid by Bank separately for these two services. He also admits that he used to do binding work in the Branch. He has admitted the applications filed by him during this period seeking payment for Book binding of different registers which are exhibit M-1 to M-22. Documents M-23 to M-29 shows that he was paid for filing water in the Bank meant for the Staff and customers. Since, the Management witness did not appear for cross-examination, hence his affidavit as his examination-in-chief cannot be read in evidence. From the evidence, in form of documents and statement as mentioned above, it comes out that, the Workman had been working as a binder and he also worked as a Dak Runner on different days for which he was paid separately for each work. This fact discloses that, he was engaged by Bank on as and when required basis for different jobs for which he was paid separately. It goes to show that, his engagement even a daily wager was not on regular basis. The burden to prove his engagement for 240 days in a year as defined under Section 25 B of the Act is of the Workman and not on Management. His statement leads that documents filed and proved by him, and the documents filed by management admitted by him did not establish his claim that he worked continuously for 240 days as a regular daily wager in any year, hence, holding that the Workman cannot prove his continuous engagement even as a regular daily wager for 240 days in a year.

Issue No. 1 is answered accordingly.

Issue No. 2-

In the light of above discussion and findings, Issue No. 2 is answered against the Workman.

On the basis of above discussion and findings, the reference deserves to be answered against the Workman and is answered accordingly.

No order as to cost.

DATE:- 01/05/2025

P.K. SRIVASTAVA, Presiding Officer